



भारत का राजपत्र

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No. 91 NEW DELHI, FEBRUARY 20, 2011, SATURDAY/PHALGUNA 1—PHALGUNA 7, 1932

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह पृष्ठक संकलन के रूप में रखा जा सके।
Separate Paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)
PART II—Section 3—Sub-section (ii)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं
Statutory Orders and Notifications Issued by the Ministries of the Government of India
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कार्मिक, लोक शिकायत तथा पेशन मंत्रालय
(कार्मिक और प्रशिक्षण विभाग)

नई दिल्ली, 15 फरवरी, 2011

का.आ. 548.—केंद्रीय सरकार एतद्वारा दिल्ली विशेष पुलिस स्थापना अधिनियम, 1946 (1946 का अधिनियम सं. 25) की धारा 6 के साथ पठित धारा 5 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केरल राज्य सरकार, गृह (एम) विभाग, तिरुअनंतपुरम की दिनांक 23-4-2010 की अधिसूचना सं. जी.ओ. (एम.एस.) सं. 94/2010/गृह द्वारा प्राप्त सहमति से जीआईएसए इंटरनेशनल, पोनीकारा, कोच्चि द्वारा जनता को ठगे जाने के संबंध में भारतीय दंड संहिता 1860 (1860 का अधिनियम सं. 45) की धारा 34 के साथ संपाठित धारा 420 और उत्त्रवासन अधिनियम, 1983 (1983 का अधिनियम सं. 31) की धारा 24 (1)(जी) के तहत पुलिस स्टेशन कालामासरी, जिला-एनाकुलम (केरल) में दर्ज मामला सं. 202/09, 223/09, 339/09, 340/09 और 348/09 तथा उपर्युक्त उल्लिखित अपराधों के संबंध में प्रयास, दुष्क्रिया या इसी संबंधवाहार के क्रम में या उन्हीं तथ्यों से उद्भूत अन्य किन्हीं अपराधों के अन्वेषण के संबंध में दिल्ली विशेष पुलिस स्थापना के सदस्यों की शक्तियों तथा

क्षेत्राधिकार का विस्तार एतद्वारा सम्पूर्ण केरल राज्य के सम्बन्ध में करती है।

[सं. 228/49/2010-ए वी डी-II(पार्ट-1)]

वी. प्रम. रत्नम, उप सचिव

MINISTRY OF PERSONNEL, PUBLIC GRIEVANCES AND PENSIONS

(Department of Personnel and Training)

New Delhi, the 15th February, 2011

S.O. 548.—In exercise of the powers conferred by sub-section (1) of section 5 read with Section 6 of the Delhi Special Police Establishment Act, 1946 (Act No. 25 of 1946), the Central Government with the consent of the State Government of Kerala, Home (M) Department, Thiruvananthapuram, *vide* Notification G.O.(Ms.) No. 94/2010/Home dated 23-4-2010, hereby extends the powers and jurisdiction of the members of the Delhi Special Police Establishment to the whole of the State of Kerala for investigation of Case Nos. 202/09, 223/09, 339/09, 340/09

and 348/09 under sections 420 read with 34 of the Indian Penal Code, 1860 (Act No. 45 of 1860) and section 24(1)(g) of the Emigration Act, 1983 (Act No. 31 of 1983) registered at Police Station Kalamassery, District Ernakulam (Kerala) relating to the cheating of public by GISA International, Ponekkara, Kochi and attempt, abetment and conspiracy in relation to or in connection with the above mentioned offences and any other offence or offences committed in course of the same transaction or arising out of the same facts.

[No.228/49/2010-AVD-II(Pt.-I)]

V. M. RATHNAM, Dy. Secy.

नई दिल्ली, 17 फरवरी, 2011

का.आ. 549.—केंद्रीय सरकार एतद्वारा अपराध प्रक्रिया सहिता, 1973 (1974 का अधिनियम सं. 2) की धारा 24 की उपधारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए जिला एवं सेशन जज, पटना के न्यायालय में एचडी मामलों के उद्भूत आपराधिक विधि संशोधन अध्यारेश, 1944 के अधीन सम्बद्ध प्रक्रियाओं और विधि द्वारा स्थापित पुनरीक्षण अथवा अपीलीय न्यायालयों में इन मामलों के अपील, पुनरीक्षण का संचालन करने के लिए निम्नलिखित अधिकारियों को विशेष लोक अभियोजक के रूप में नियुक्त करती है :—

सर्वश्री

- प्रमोद कुमार गाया दत्ता
- बैजनाथ गुप्ता

[सं. 225/19/2009-एवीडी-II]

वी. एम. रत्नम, उप सचिव

New Delhi, the 17th February, 2011

S.O. 549.—In exercise of the powers conferred by sub-section (8) of section 24 of the Code of Criminal Procedure, 1973 (Act No. 2 of 1974), the Central Government hereby appoints following Advocates, as Special Public Prosecutor for conducting attachment proceedings under Criminal Law Amendment Ordinance, 1944, arising out of AHD cases, pending in the Court of Distt. & Sessions, Judge, Patna and appeals/revisions or other matter arising out of these cases in revisional or appellate courts established by law :—

S/Shri

- Promod Kumar Gaya Dutta
- Bajjnath Gupta

[No.225/19/2009-AVD-II]

V. M. RATHNAM, Dy. Secy.

नई दिल्ली, 17 फरवरी, 2011

का.आ. 550.—केंद्रीय सरकार एतद्वारा दिल्ली विशेष पुलिस स्थापना अधिनियम, 1946 (1946 का अधिनियम सं. 25) की धारा 6 के साथ परिवर्त धारा 5 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए महाराष्ट्र राज्य सरकार, गृह विभाग भंगालय, मुम्बई की दिनांक 10-01-2011 की अधिसूचना दिनांक सं. ईएआर-0311/सी-6/पोल-9 द्वारा प्राप्त सहमति से भारतीय दंड सहिता, 1860 (1860 का अधिनियम सं. 45), की धारा 216 के अंतर्गत अपराध का अन्वेषण तथा प्रयत्नों, दुष्प्रेरणों और इससे संबंधित घटनाओं वा उपर्युक्त अपराध के सम्बन्ध में

6 के साथ परिवर्त धारा 5 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए बिहार राज्य सरकार, गृह (पुलिस) विभाग की अधिसूचना सं. 1/सी.बी.आई.80-01/2011 एच(पी)-179 दिनांक 10-1-2011 द्वारा प्राप्त सहमति से श्री राजकिशोर केसरी, सदस्य विधानसभा की हत्या के संबंध में भारतीय दंड सहिता, 1860 (1860 का अधिनियम सं. 45) की धारा 302 और 120-बी के अधीन पुलिस स्टेशन खजांची हाट (पूर्णिया) में दर्ज मामला सं. 4/11 दिनांक 4-1-2011 तथा प्रयत्नों, दुष्प्रेरणों और घटनाओं अथवा उपर्युक्त अपराधों के संबंध में या उन्हीं तथ्यों से उद्भूत किसी अन्य अपराध या अपराधों के अन्वेषण के लिए दिल्ली विशेष पुलिस स्थापना के सदस्यों की शक्तियों और अधिकारियों का विस्तार सम्पूर्ण बिहार राज्य पर करती है।

[सं. 228/5/2011-एवीडी-II]

वी. एम. रत्नम, उप सचिव

New Delhi, the 17th February, 2011

S.O. 550.—In exercise of the powers conferred by sub-section (1) of section 5 read with section 6 of the Delhi Special Police Establishment Act, 1946 (Act No. 25 of 1946), the Central Government with the consent of the State Government of Bihar, Home (Police) Department, *vide* Notification No. 1/C.B.I.80-01/2011-H(P)-179 dated 10-1-2011, hereby extends the powers and jurisdiction of the members of the Delhi Special Police Establishment to the whole of the State of Bihar for investigation of Case No. 4/11 dated 4-1-2011 under sections 302 and 120-B of the Indian Penal Code, 1860 (Act No. 45 of 1860) registered at Police Station Khajanchi Hat (Purnea) relating to the murder of Sh. Rajkishore Keshri, Member of Legislative Assembly and attempt, abetment and conspiracy in relation to or in connection with the above mentioned offences and any other offence or offences committed in course of the same transaction or arising out of the same facts.

[No.228/5/2011-AVD-II]

V. M. RATHNAM, Dy. Secy.

नई दिल्ली, 17 फरवरी, 2011

का.आ. 551.—केंद्रीय सरकार एतद्वारा दिल्ली विशेष पुलिस स्थापना अधिनियम, 1946 (1946 का अधिनियम सं. 25) की धारा 6 के साथ परिवर्त धारा 5 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए महाराष्ट्र राज्य सरकार, गृह विभाग भंगालय, मुम्बई की दिनांक 10-01-2011 की अधिसूचना दिनांक सं. ईएआर-0311/सी-6/पोल-9 द्वारा प्राप्त सहमति से भारतीय दंड सहिता, 1860 (1860 का अधिनियम सं. 45), की धारा 216 के अंतर्गत अपराध का अन्वेषण तथा प्रयत्नों, दुष्प्रेरणों और इससे संबंधित घटनाओं वा उपर्युक्त अपराध के सम्बन्ध में

अन्वेषण करने के लिए दिल्ली विशेष पुलिस स्थापना के सदस्यों की शक्तियों और क्षेत्राधिकार का विस्तार सम्पूर्ण महाराष्ट्र राज्य के सम्बन्ध में करती है।

[सं. 228/6/2011-ए वी डी-II]

वी. एम. रत्नम, उप सचिव

New Delhi, the 17th February, 2011

S.O. 551.—In exercise of the powers conferred by sub-section (1) of section 5 read with section 6 of the Delhi Special Police Establishment Act, 1946 (Act No. 25 of 1946), the Central Government with the consent of the State Government of Maharashtra, Home Department, Mantralaya, Mumbai, vide Notification No. EAR-0311/C-6/Pol.9 dated 10-1-2011, hereby extends the powers and jurisdiction of the members of the Delhi Special Police Establishment to the whole of the State of Maharashtra for investigation of offence under Section 216 of the Indian Penal Code, 1860 (Act No. 45 of 1860) and attempt, abetment and conspiracy in relation to or in connection with the above mentioned offence.

[No. 228/6/2011-AVD-II]

V. M. RATHNAM, Dy. Secy.

वित्त मंत्रालय

(राजस्व विभाग)

(केन्द्रीय प्रत्यक्ष कर बोर्ड)

नई दिल्ली, 15 फरवरी, 2011

का.आ. 552.—सर्वसाधारण की जानकारी के लिए एतद्वारा यह अधिसूचित किया जाता है कि केन्द्र सरकार द्वारा आयकर नियमावली, 1962 (उक्त नियमावली) के नियम 5ग और 5ड के साथ पठित आयकर अधिनियम, 1961 (उक्त अधिनियम) की धारा 35 की उप-धारा (1) के खंड (ii) के प्रयोजनार्थ कर निर्धारण वर्ष 2009-2010 से आगे सिन्हा इंस्टीट्यूट ऑफ मेडिकल साइंस एंड टेक्नोलॉजी, कोलकाता को निम्नालिखित शर्तों के अधीन आशिक रूप से अनुसंधान कार्यकलापों में लगे 'अन्य संस्था' की श्रेणी में अनुमोदित किया गया है, अर्थात् :—

- (i) अनुमोदित संगठन को प्रदत्त राशि का उपयोग वैज्ञानिक अनुसंधान के लिए किया जाएगा;
- (ii) अनुमोदित संगठन अपने संकाय सदस्यों अथवा अपने नामांकित छात्रों के माध्यम से वैज्ञानिक अनुसंधान करेगा;
- (iii) अनुमोदित संगठन वैज्ञानिक अनुसंधान के लिए इसके द्वारा प्राप्त राशि के संबंध में अलग खाता बही रखेगा जिसमें अनुसंधान करने के लिए प्रयुक्त राशि दर्शाई गई हो, उक्त अधिनियम की धारा 288 की उप-धारा (2) के स्पष्टीकरण में यथा परिभाषित किसी लेखाकार से ऐसी खाता-बही की लेखा परीक्षा कराएगा और उक्त अधिनियम की धारा 139 की उप-धारा (1) के अंतर्गत

आय विवरणी प्रस्तुत करने की नियत तिथि तक ऐसे लेखाकार द्वारा विधिवत सत्यापित ऐवं हस्ताक्षरित लेखा परीक्षा रिपोर्ट मामले में क्षेत्राधिकार रखने वाले आयकर आयुक्त अथवा आयकर निदेशक को प्रस्तुत करेगा;

(iv) अनुमोदित संगठन वैज्ञानिक अनुसंधान के लिए प्राप्त दान तथा प्रयुक्त राशि का अलग विवरण रखेगा और उपर्युक्त लेखा परीक्षा रिपोर्ट के साथ लेखा परीक्षक द्वारा विधिवत सत्यापित ऐसे विवरण की प्रति प्रस्तुत करेगा।

2. केन्द्र सरकार यह अनुमोदन वापस ले लेगी यदि अनुमोदित संगठन :—

- (क) पैराग्राफ 1 के उप-पैराग्राफ (iii) में उल्लिखित लेखा बही नहीं रखेगा; अथवा
- (ख) पैराग्राफ 1 के उप-पैराग्राफ (iii) में उल्लिखित अपनी लेखा परीक्षा रिपोर्ट प्रस्तुत नहीं करेगा; अथवा
- (ग) पैराग्राफ 1 के उप-पैराग्राफ (iv) में उल्लिखित वैज्ञानिक अनुसंधान के लिए प्राप्त दान एवं प्रयुक्त धनराशि का विवरण प्रस्तुत नहीं करेगा; अथवा
- (घ) अपना अनुसंधान कार्य करना बंद कर देगा अथवा इसके अनुसंधान कार्य को जायज नहीं पाया जाएगा; अथवा
- (ङ) उक्त नियमावली के नियम 5ग और 5ड के साथ पठित उक्त अधिनियम की धारा 35 की उप-धारा (1) के खंड (ii) के प्रावधानों के अनुरूप नहीं होगा तथा उनका पालन नहीं करेगा।

[अधिसूचना सं. 09/2011/फा. सं. 203/31/2010-आ.क.नि.-II]

अजय गोयल, निदेशक

MINISTRY OF FINANCE

(Department of Revenue)

(Central Board of Direct Taxes)

New Delhi, the 15th February, 2011

S.O. 552.—It is hereby notified for general information that the organization Simha Institute of Medical Science & Technology, Kolkata has been approved by the Central Government for the purpose of clause (ii) of sub-section (1) of Section 35 of the Income-tax Act, 1961 (said Act), read with Rules 5C and 5E of the Income-tax Rules, 1962 (said Rules), for the Assessment Year 2009-2010 onwards in the category of 'Other Institution', partly engaged in research activities subject to the following conditions, namely :—

- (i) The sums paid to the approved organization shall be utilized for scientific research;
- (ii) The approved organization shall carry out scientific research through its faculty members or its enrolled students;

(iii) The approved organization shall maintain separate books of accounts in respect of the sums received by it for scientific research, reflect therein the amounts used for carrying out research, get such books audited by an accountant as defined in the explanation to sub-section (2) of section 288 of the said Act and furnish the report of such audit duly signed and verified by such accountant to the Commissioner of Income-tax or the Director of Income-tax having jurisdiction over the case, by the due date of furnishing the return of income under sub-section (1) of section 139 of the said Act;

(iv) The approved organization shall maintain a separate statement of donations received and amounts applied for scientific research and a copy of such statement duly certified by the auditor shall accompany the report of audit referred to above.

2. The Central Government shall withdraw the approval if the approved organization :—

- fails to maintain separate books of accounts referred to in sub-paragraph (iii) of paragraph 1; or
- fails to furnish its audit report referred to in sub-paragraph (iii) of paragraph 1; or
- fails to furnish its statement of the donations received and sums applied for scientific research referred to in sub-paragraph (iv) of paragraph 1; or
- ceases to carry on its research activities or its research activities are not found to be genuine; or
- ceases to conform to and comply with the provisions of clause (ii) of sub-section (1) of Section 35 of the said Act read with rules 5C and 5E of the said Rules.

[Notification No. 09/2011/F. No. 203/31/2010/ITA-II]

AJAY GOYAL, Director

नई दिल्ली, 15 फरवरी, 2011

का.आ. 553.—सर्वसाधारण की जानकारी के लिए एतद्वारा यह अधिसूचित किया जाता है कि केन्द्र सरकार द्वारा आयकर नियमावली, 1962 (उक्त नियमावली) के नियम 5ग और 5ड के साथ पठित आयकर अधिनियम, 1961 (उक्त अधिनियम) की धारा 35 की उप-धारा (1) के खंड (iii) के प्रयोजनार्थ कर निर्धारण वर्ष 2009-2010 के आगे से संगठन इस्टीट्यूट फॉर फाइनेंसियल मैनेजमेंट एण्ड रिसर्च, चेन्नई को नियमित रूप से अधीन अनुसंधान कार्यकलापों में लगे 'संस्था' की श्रेणी में अनुमोदित किया गया है, अर्थात् :—

(i) अनुमोदित संगठन को प्रदत्त राशि का उपयोग सामाजिक विज्ञान में अनुसंधान के लिए किया जाएगा;

(ii) अनुमोदित संगठन अपने संकाय सदस्यों अथवा अपने नामांकित छात्रों के माध्यम से सामाजिक विज्ञान या सांख्यिकीय अनुसंधान करेगा;

(iii) अनुमोदित संगठन वैज्ञानिक अनुसंधान के लिए इसके द्वारा प्राप्त राशि के संबंध में अलग खाता बही रखेगा अनुसंधान करने के लिए प्रयुक्त राशि दर्शाई गई हो, उक्त अधिनियम की धारा 288 की उप-धारा (2) के स्पष्टीकरण में यथा परिभाषित किसी लेखाकार से अपनी खाता-बही की लेखा परीक्षा कराएगा और उक्त अधिनियम की धारा 139 की उप-धारा (1) के अंतर्गत आय विवरणी प्रस्तुत करने की नियत स्थित तक ऐसे लेखाकार द्वारा विधिवत सत्यापित एवं हस्ताक्षरित लेखा परीक्षा रिपोर्ट मापदंश में क्षेत्राधिकार रखने वाले आयकर आयुक्त अथवा आयकर निदेशक को प्रस्तुत करेगा;

(iv) अनुमोदित संगठन वैज्ञानिक अनुसंधान के लिए प्राप्त दान तथा प्रयुक्त राशि का अलग विवरण रखेगा और उपर्युक्त लेखा परीक्षा रिपोर्ट के साथ लेखा परीक्षक द्वारा विधिवत सत्यापित ऐसे विवरण की प्रति प्रस्तुत करेगा।

2. केंद्र सरकार यह अनुमोदन वापस ले लेगी यदि अनुमोदित

संगठन :—

(क) पैराग्राफ 1 के उप-पैराग्राफ (iii) में उल्लिखित लेखा बही नहीं रखेगा; अथवा

(ख) पैराग्राफ 1 के उप-पैराग्राफ (iii) में उल्लिखित अपनी लेखा परीक्षा रिपोर्ट प्रस्तुत नहीं करेगा; अथवा

(ग) पैराग्राफ 1 के उप-पैराग्राफ (iv) में उल्लिखित सामाजिक विज्ञान में अनुसंधान अथवा सांख्यिकीय अनुसंधान के लिए प्राप्त एवं प्रयुक्त दान का अपना विवरण प्रस्तुत नहीं करेगा; अथवा

(घ) अपना अनुसंधान कार्य करना बंद कर देगा अथवा इसके अनुसंधान कार्य को जायज नहीं पाया जाएगा; अथवा

(ङ) उक्त नियमावली के नियम 5ग और 5ड के साथ पठित उक्त अधिनियम की धारा 35 की उप-धारा (1) के खंड (iii) के प्रयोजनार्थ के अनुरूप नहीं होगा तथा उनका पालन नहीं करेगा।

[अधिसूचना सं. 10/2011/का. सं. 203/33/2010-आ.क.नि.-II]

अजय गोयल, निदेशक

New Delhi, the 15th February, 2011

S.O. 553.—It is hereby notified for general information that the organization Institute for Financial Management and Research, Chennai has been approved by the Central Government for the purpose of clause (iii) of sub-section (1) of section 35 of the Income-tax Act, 1961 (said Act), read with Rules 5C and 5E of the Income-tax Rules, 1962 (said Rules), from Assessment year 2009-10

onwards in the category of 'Institution', partly engaged in research activities subject to the following conditions, namely:—

1. (i) The sums paid to the approved organization shall be utilized for research in social sciences;
- (ii) The approved organization shall carry out research in social science or statistical research through its faculty members or its enrolled students;
- (iii) The approved organization shall maintain separate books of accounts in respect of the sums received by it for scientific research, reflect therein the amounts used for carrying out research, get such books audited by an accountant as defined in the explanation to sub-section (2) of Section 288 of the said Act and furnish the report of such audit duly signed and verified by such accountant to the Commissioner of Income-tax or the Director of Income-tax having jurisdiction over the case, by the due date of furnishing the return of income under sub-section (1) of Section 139 of the said Act;
- (iv) The approved organization shall maintain a separate statement of donations received and amounts applied for research in social science and a copy of such statement duly certified by the auditor shall accompany the report of audit referred to above.

2. The Central Government shall withdraw the approval if the approved organization :—

- (a) fails to maintain separate books of accounts referred to in sub-paragraph (iii) of paragraph 1 or
- (b) fails to furnish its audit report referred to in sub-paragraph (iii) of paragraph 1; or
- (c) fails to furnish its statement of the donations received and sums applied for research in social science or statistical research referred to in sub-paragraph (iv) of paragraph 1; or
- (d) ceases to carry on its research activities or its research activities are not found to be genuine; or
- (e) ceases to conform to and comply with the provisions of clause (iii) of sub-section (1) of Section 35 of the said Act read with rules 5C and 5E of the said Rules.

[Notification No. 10/2011/F. No. 203/33/2010/ITA-II]

AJAY GOYAL, Director

(वित्तीय सेवाएं विभाग)

नई दिल्ली, 15 फरवरी, 2011

का.आ. 554.—भारतीय रिजर्व बैंक अधिनियम, 1934 की धारा 8 की उप-धारा (1) के खण्ड (घ) द्वारा प्रदत्त शक्तियों का

प्रयोग करते हुए केन्द्रीय सरकार, एतद्वारा, श्री आर गोपालन, सचिव, आर्थिक कार्यविभाग, वित्त मंत्रालय को तत्काल प्रभाव से और अगले आदेशों तक भारतीय रिजर्व बैंक के केन्द्रीय निदेशक मण्डल में श्री अशोक चावला के स्थान पर निदेशक के रूप में नामित करती है।

[फा. सं. 6/1/2010-बीओ-1]

समीर के. सिन्हा, निदेशक

(Department of Financial Services)

New Delhi, the 15th February, 2011

S.O. 554.—In exercise of the powers conferred by clause (d) of sub-section (1) of Section 8 of the Reserve Bank of India Act, 1934 (2 of 1934), the Central Government hereby nominates Shri R. Gopalan, Secretary, Department of Economic Affairs, Ministry of Finance, to be a director on the Central Board of Directors of Reserve Bank of India with immediate effect and until further orders vice Shri Ashok Chawla

[No. 6/1/2010-BO-1]

SAMIR K. SINHA, Director

नई दिल्ली, 18 फरवरी, 2011

का.आ. 555.—भारतीय स्टेट बैंक अधिनियम, 1955 (1955 का 23) की धारा 19 के खण्ड (ङ) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा, श्री शशि कान्त शर्मा, सचिव, वित्तीय सेवाएं विभाग, वित्त मंत्रालय को श्री अशोक चावला के स्थान पर तत्काल प्रभाव से और अगले आदेश होने तक, भारतीय स्टेट बैंक के केन्द्रीय निदेशक मण्डल में निदेशक के रूप में नामित करती है।

[फा. सं. 6/1/2010-बीओ-1]

समीर के. सिन्हा, निदेशक

New Delhi, the 18th February, 2011

S.O. 555.—In exercise of the powers conferred by clause (e) of Section 19 of the State Bank of India Act, 1955 (23 of 1955), the Central Government hereby nominates Shri Shashi Kant Sharma, Secretary, Department of Financial Services, Ministry of Finance, to be a Director on the Central Board of Directors of State Bank of India with immediate effect and until further orders vice Shri Ashok Chawla.

[No. 6/1/2010-BO-1]

SAMIR K. SINHA, Director

विदेश मंत्रालय

(सौभाग्य प्रभाग)

नई दिल्ली, 4 फरवरी, 2011

का.आ. 556.—राजनियक और कॉसलीय ऑफिसर (शपथ और फीस) के अधिनियम, 1948 की धारा 2 के खण्ड (क) के अनुसरण में, केंद्र सरकार एतद्वारा श्री राजीव रंजन, अपर श्रेणी लिपिक को 4-2-2011 से भारत के कॉसलावास, जॉकना में सहायक कॉसलर अधिकारी के कर्तव्यों का पालन करने के लिए प्राधिकृत करती है।

[सं. टी. 4330/1/2006]

आर. के. पेरिनाडिया, अवर सचिव (कॉसलर)

MINISTRY OF EXTERNAL AFFAIRS

(CPV Division)

New Delhi, the 4th February, 2011

S.O. 556.—In pursuance of the clause (a) of the Section 2 of the Diplomatic and Consular Officers (Oaths and fees) Act, 1948 (41 of 1948), the Central Government hereby authorize Shri Rajeev Ranjan, UDC, Consulate General of India, Jaffna to perform the duties of Assistant Consular Officer with effect from 4th February, 2011.

[No. T. 4330/1/2006]

R. K. PERINDIA, Under Secy. (Consular)

नई दिल्ली, 7 फरवरी, 2011

का.आ. 557.—राजनयिक और कॉसलीय ऑफिसर (शपथ और फीस) के अधिनियम, 1948 की धारा 2 के खंड (क) के अनुसरण में, केंद्र सरकार एतद्वारा श्री पी. के. शर्मा, अपर श्रेणी लिपिक को 7-2-2011 से भारत के राजदूतावास, कुवैत में सहायक कॉसलर अधिकारी के कर्तव्यों का पालन करने के लिए प्राधिकृत करती है।

[सं. टी. 4330/1/2006]

आर. के. पेरिनडिया, अवर सचिव (कॉसलर)

New Delhi, the 7th February, 2011

S.O. 557.—In pursuance of the clause (a) of the Section 2 of the Diplomatic and Consular Officers (Oaths and fees) Act, 1948 (41 of 1948), the Central Government hereby authorize Shri P. K. Sharma, UDC, Embassy of India, Kuwait to perform the duties of Assistant Consular Officer with effect from 7th February, 2011.

[No. T. 4330/1/2006]

R. K. PERINDIA, Under Secy. (Consular)

सूचना एवं प्रसारण मंत्रालय

नई दिल्ली, 9 फरवरी, 2011

का.आ. 558.—चलचित्र (प्रमाणन) नियम, 1983 के नियम 3 के साथ पठित चलचित्र अधिनियम 1952 (1952 का 37) की धारा 3 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केंद्र सरकार केंद्रीय फिल्म प्रमाणन बोर्ड के मानद अध्यक्ष के रूप में श्रीमती शर्मिला टैगोर का कार्यकाल दिनांक 31 मार्च, 2011 तक बढ़ाती है।

[फा. सं. 809/2/2010-एफ(सी) पीटी. I]

अमिताभ कुमार, निदेशक (फिल्म)

MINISTRY OF INFORMATION AND
BROADCASTING

New Delhi, the 9th February, 2011

S.O. 558.—In exercise of the powers conferred by sub-section (1) of Section 3 of the Cinematograph Act,

1952 (37 of 1952) read with rule 3 of the Cinematograph (Certification) Rules, 1983, the Central Government is pleased to extend the tenure of Smt. Sharmila Tagore as Chairperson of the Central Board of Film Certification in an honorary capacity till 31st March, 2011.

[F. No. 809/2/2010-F(C) Pt. I]

AMITABH KUMAR, Director (Films)

वाणिज्य एवं उद्योग मंत्रालय

(वाणिज्य विभाग)

नई दिल्ली, 17 फरवरी, 2011

का.आ. 559.—केन्द्र सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उपनियम (4) के अनुसरण में वाणिज्य विभाग के प्रशासनिक नियंत्रणाधीन भारतीय नियांत निरीक्षण परिषद, नई दिल्ली के अधीन नियांत निरीक्षण अभिकरण, कोच्ची के नियन्त्रितिकात उप-कार्यालय को एतद्वारा अधिसूचित करती है, जिसके 80 प्रतिशत से अधिक कर्मचारी वृद्धि ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है :—

नियांत निरीक्षण अभिकरण, कोच्ची

उप कार्यालय, मंगलौर

स्कूल बुक बिल्डिंग,

तीसरी मर्जिल, टेंपल स्कवायर, कार स्ट्रीट,

मंगलौर-575 001

[सं. ई 11013/1/2008-हिन्दी]

श्रीमती देवकी, निदेशक (राजभाषा)

MINISTRY OF COMMERCE AND INDUSTRY

(Department of Commerce)

New Delhi, the 17th February, 2011

S.O. 559.—In pursuance of Sub-Rule (4) of Rule 10 of the Official Language (Use for official purposes of the union) Rules, 1976, the Central Govt. hereby notifies the following Sub office of Export Inspection Agency, Kochi under Export Inspection Council of India, New Delhi, which is under administrative control of Department of Commerce, whereof more than 80% staff have acquired a working knowledge of Hindi :—

Export Inspection Agency - Kochi

Sub Office - Mangalore,

School Book Building,

Third Floor, Temple Square,

Car Street, Mangalore-575 001

[No. E. 11013/1/2008-Hindi]

Smt. DEVKI, Director (O.L.)

उपभोक्ता मामले, खाद्य और सार्वजनिक वितरण मंत्रालय

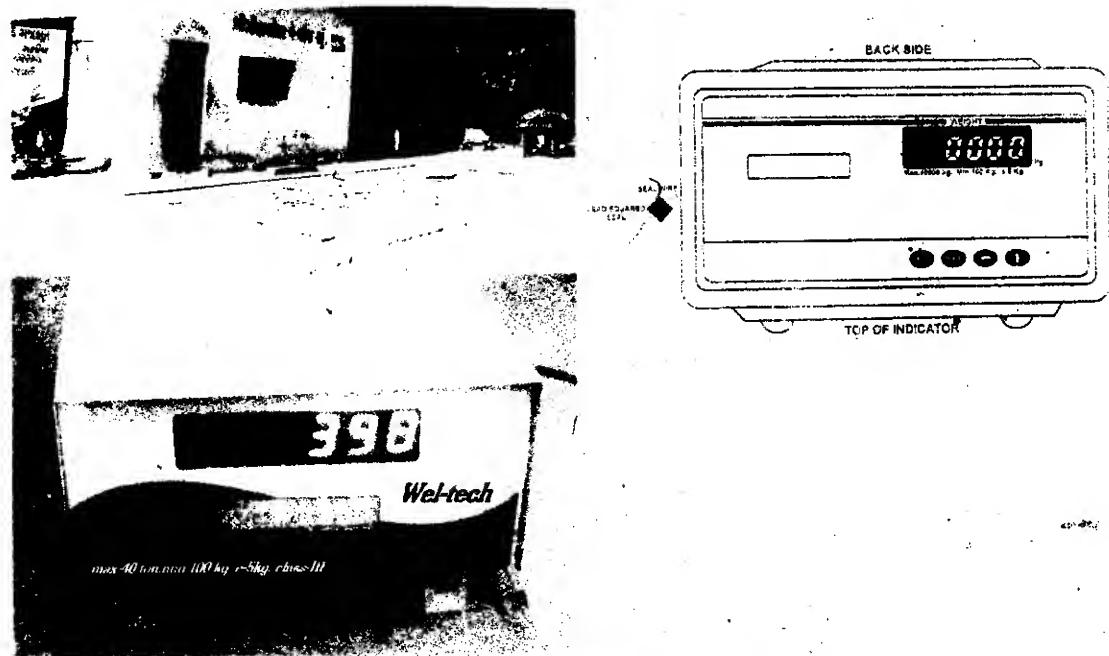
(उपभोक्ता मामले विभाग)

नई दिल्ली, 22 नवम्बर, 2010

का.आ. 560.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप हैं और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स वैल्टैक वेइंग सिस्टम, 85, सार्थी बंगला, राधे टेनामेंट के पास, हरी दर्शन चौकड़ी, कठवाड़ा रोड, नया नरोदा, अहमदाबाद- 30 द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ण-III) वाले “डब्ल्यू डब्ल्यू एस-एफ” शृंखला के अंकक सूचन सहित अस्वचालित तोलन उपकरण (वेब्रिज टाइप) के माडल का, जिसके ब्रांड का नाम “वैल-टैक” है, (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/10/206 समनुदेशित किया गया है, अनुमोदन प्रमाण पत्र जारी करती है ।

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण अंकक सूचन सहित (वेब्रिज टाइप) है । इसकी अधिकतम क्षमता 40 टन है और न्यूनतम क्षमता 100 कि. ग्रा. है । सत्यापन मापमान अंतराल (ई) 5 कि. ग्रा. है । इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यक्तिगत अधिकतम धारित आधेयतुलन प्रभाव है । प्रकाश उत्सर्जक डायोड (एल ई डी) तोलन परिणाम उपदर्शित करता है । उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है ।



आकृति -2 माडल को सीलिंग करने का योजनाबद्ध डायग्राम

इंडीकेटर में बनाए गए होल्ज में से बायर निकाल कर और उस पर लीड सील लगाकर सीलिंग की जाती है । मॉडल को सीलबंद करने के उपबंध का एक प्रूफो योजनाबद्ध डायग्राम ऊपर दिया गया है ।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी साप्रगी से जिससे उक्त अनुमोदित मॉडल का विनिर्माण किया गया है, विनिर्मित उसी शृंखला के बैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 5.ग्रा. या उससे अधिक के “ई” मान के लिए 500 से 10,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) सहित 5 टन से 200 टन तक की अधिकतम क्षमता वाले हैं और “ई” मान 1×10^4 , 2×10^4 या 5×10^4 , के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं ।

[फा. सं. डब्ल्यू एम-21(141)/2010]
बी.एन. दीक्षित, निदेशक, विभिन्न माप विज्ञान

MINISTRY OF CONSUMER AFFAIRS, FOOD AND PUBLIC DISTRIBUTION

(Department of Consumer Affairs)

New Delhi, the 22nd November, 2010

S.O. 560.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic weighing instrument (Weighbridge type) with digital indication of medium Accuracy (Accuracy class -III) of Series - WWS-F and with brand name "WEL-TECH" (hereinafter referred to as the said Model), manufactured by M/s Wel-Tech Weighing System, 85, Sarthi Bungalows, Nr. Radhe Tenament, Hari Darshan Chokadi, Kathvada Road, Nava Naroda, Ahmedabad-30 and which is assigned the approval mark IND/09/10/206;

The said model is a strain gauge type load cell based non-automatic weighing instrument (Weighbridge type) with digital indication of maximum capacity of 40 tonne and minimum capacity of 100 kg. The verification scale interval (e) is 5kg. It has a tare device with a 100 percent subtractive retained tare effect. The Light Emitting Diode (LED) indicates the weighing results. The instrument operates on 230 Volts and 50 Hertz alternative current power supply.

Figure-1 Model

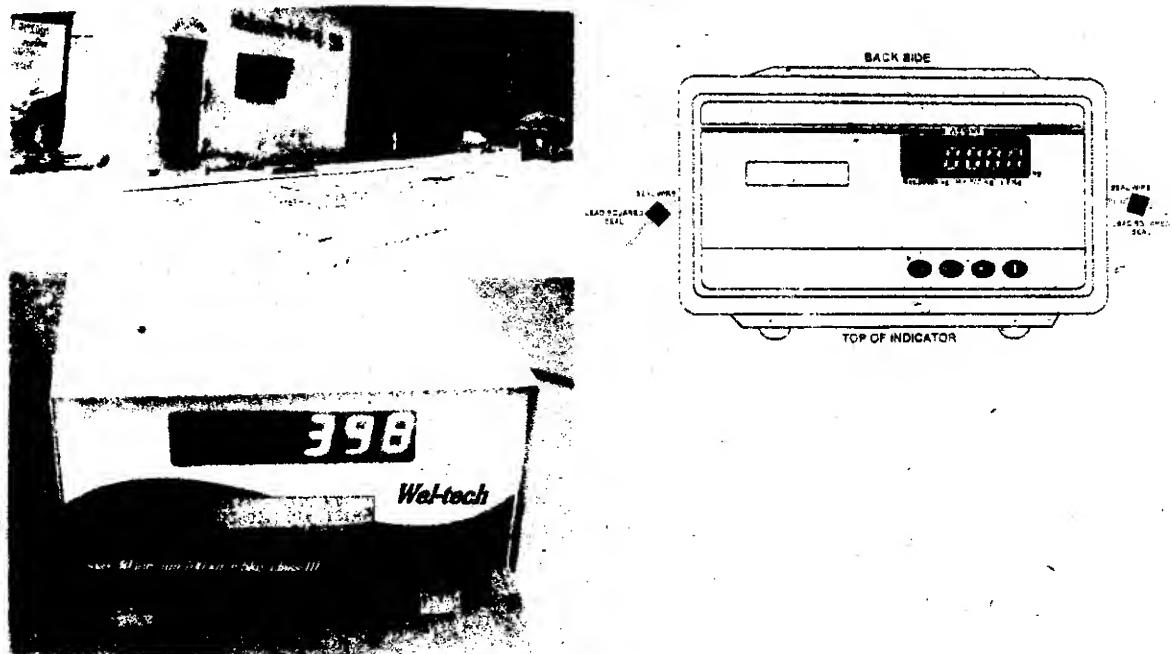


Figure-2 Sealing arrangement

Sealing is done through the holes made in the indicator, then a wire is passed through these holes and the lead seal is applied on the wire. A typical schematic diagram of sealing provision of the model is given above.

Further, in exercise of the powers conferred by sub-section (12) of section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said Model shall also cover the weighing instrument of similar make, and performance of same series with maximum capacity above 5 tonne and up to 200 tonne with number of verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5g. or more and with 'e' value of 1×10^k , 2×10^k , or 5×10^k , k being the positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved Model has been manufactured.

[F.No.WM-21/(141)/2010]

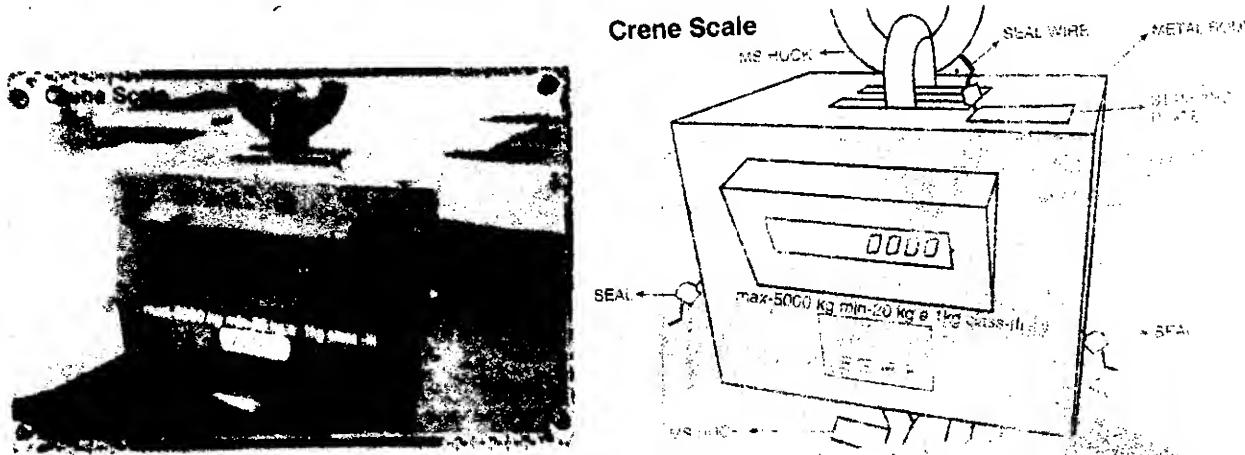
B. N. DIXIT, Director of Legal Metrology

नई दिल्ली, 22 नवम्बर, 2010

का.आ. 561.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुसर हैं और इस बात की संभावना है कि संगतार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स वैल-टैक बेइंग सिस्टम, 85, सार्थी बंगला, राधे टेनार्मेंट के पास, हरी दर्शन चौकड़ी, कंठवाड़ा रोड, नया नरेदा, अहमदाबाद-30 द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग-III) वाले “डब्ल्यू डब्ल्यू एस-सी” शृंखला के अंकक सूचन सहित अस्वचालित तोलन उपकरण (केन स्केल टाइप) के माडल का, जिसके बाण्ड का नाम “वैल-टैक” है, (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन विह आई एन डी/09/10/205 समनुदेशित किया गया है, अनुमोदन प्रमाण पत्र जारी करती है।

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण (ब्रेन स्केल टाइप) है। इसकी अधिकतम क्षमता 5,000 कि.ग्रा. है और न्यूनतम क्षमता 20 कि. ग्रा. है। सत्यापन मापमान अंतराल (ई) 1 कि. ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यक्तिनामक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपर्युक्त करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।



आकृति -2 मॉडल को सीलिंग करने का योजनाबद्ध डायग्राम

इंडीकेटर में बनाए गए होल्ज में से बायर निकाल कर और उस पर लीड सील लगाकर सीलिंग की जाती है। मॉडल को सीलबंद करने के उपबंध का एक प्ररूपी योजनाबद्ध डायग्राम ऊपर दिया गया है।

उपकरण में बाहरी केलिब्रेशन के लिए बाहरी पहुंच है। बाहरी केलिब्रेशन तक पहुंच को रोकने के लिए एची कार्ड/मदर बोर्ड में डिप स्विच भी दिया गया है।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माण द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी साप्रारी से जिससे उक्त अनुमोदित मॉडल का विनिर्माण किया गया है, विनिर्मित उसी शृंखला के बैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 5 ग्रा. या उससे अधिक के “ई” मान के लिए 500 से 10,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 कि.ग्रा. से 30 टन तक की अधिकतम क्षमता वाले हैं और “ई” मान 1×10^4 , 2×10^4 या 5×10^4 , के हैं, जो धनात्मक या ऋणात्मक पूर्णीक शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21(141)/2010]

बी.एन. दीक्षित, निदेशक, विधिक माप विज्ञान

New Delhi, the 22nd November, 2010

S.O. 561.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic weighing instrument (Crane Scale type) with digital indication of medium Accuracy (Accuracy class -III) of series - WWS-C and with brand name "WEL-TECH" (hereinafter referred to as the said model), manufactured by M/s Wel-Tech Weighing System, 85, Sarthi Bungalows, Nr. Radhe Tenament, Hari Darshan Chokadi, Kathvada Road, Nava Naroda, Ahmedabad-30 and which is assigned the approval mark IND/09/10/205;

The said model is a strain gauge type load cell based non-automatic weighing instrument (Crane Scale type) with digital indication of maximum capacity of 5000 kg. and minimum capacity of 20 kg. The verification scale interval (e) is 1kg. It has a tare device with a 100 percent subtractive retained tare effect. The Light Emitting Diode (LED) indicates the weighing results. The instrument operates on 230 Volts and 50 Hertz alternate current power supply.

Figure-1

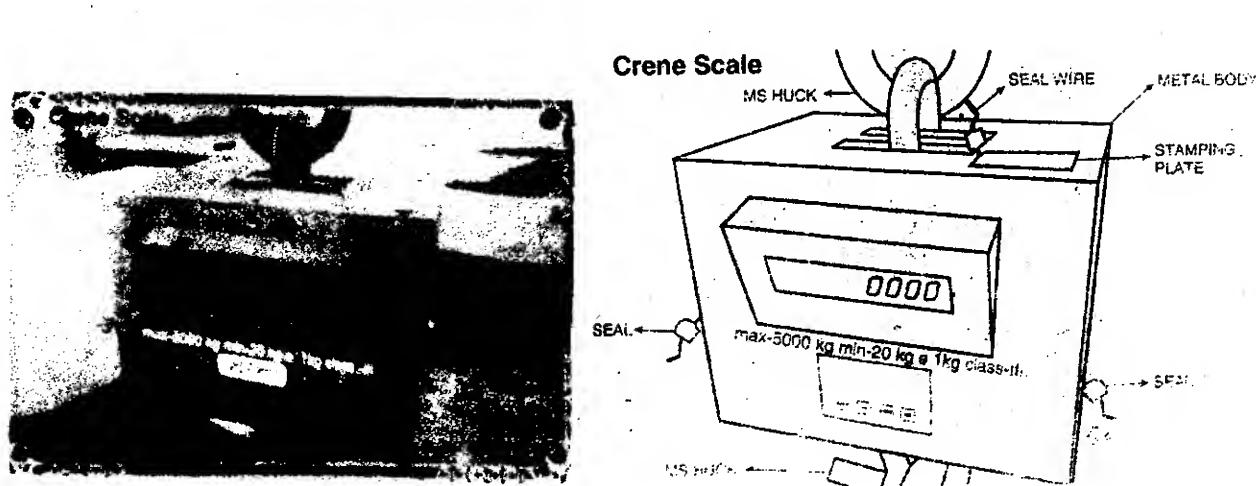


Figure-2 Sealing arrangement

The sealing is done by passing a lead wire through the holes of the body of indicator and lead seal is fixed. A typical schematic diagram of sealing provision of the model is given above.

The instrument has external control to calibration. A dip switch has also been provided in A/D card/mother board to disable access to external calibration.

Further, in exercise of the powers conferred by sub-section (12) of section 36 of the said, Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instrument of similar make, and performance of same series with maximum capacity above 50 kg. and up to 30 tonne and with number of verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5g. or more and with 'e' value of 1×10^k , 2×10^k , or 3×10^k , k being the positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

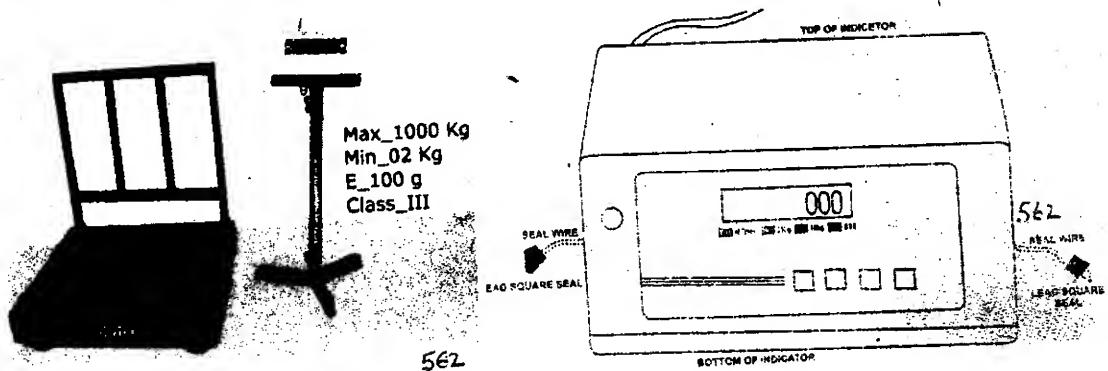
[F.No.WM-21/(141)/2010]
B. N. DIXIT, Director of Legal Metrology

नई दिल्ली, 31 जनवरी, 2011

का.आ. 562.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा शक्तियों का प्रयोग करते हुए मैसर्स गणेश प्रसाद अवधि बिहारी, लोहा मंडी, चौक बाजार, बहराइच, उत्तर प्रदेश द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता-III) वाले “जीपीएफ” शृंखला के अंकक सूचन सहित अस्वचालित तोलन उपकरण (प्लेटफार्म टाइप) के मॉडल का, जिसके बांड का नाम “गोरेज” है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/10/377 समनुदेशित किया गया है, अनुमोदन प्रमाण पत्र जारी करती है।

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण (प्लेटफार्म टाइप) है। इसकी अधिकतम क्षमता 1000 कि.ग्रा. और न्यूनतम क्षमता 2 कि.ग्रा. है। सत्यापन मापमान अन्तराल (ई) 100 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यक्तलात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्शी तोलन परिणाम उपर्युक्त करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।



आकृति -2 मॉडल को सीलिंग करने का योजनाबद्ध डायग्राम

स्केल की बाड़ी में से सीलिंग बायर निकाल कर स्केल के टाप कवर/बाटम बेस में सीलिंग की जाती है। सील के साथ जुड़े हुए डिस्प्ले के बेस प्लेट और टॉप कवर में बनें दो छेदों में से सीलिंग बायर निकाल कर सील से जोड़ा गया है। मॉडल को सीलबंद करने के उपबंध का एक प्रूफपी योजनाबद्ध डायग्राम उपरोक्त दिया गया है।

उपकरण में बाहरी केलिब्रेशन तक पहुंच की सुविधा है। बाहरी केलिब्रेशन तक पहुंच को रोकने के लिए ए/डी कार्ड/मदर बोर्ड में डिप स्विच भी दिया गया है।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही भेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 5 ग्रा. या उससे अधिक के “ई” मान के लिए 500 से 10,000 तक की रेंज में सत्यापन मापमान अन्तराल (एन) सहित 50 कि.ग्रा. से 5000 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और “ई” मान 1×10^4 , 2×10^4 और 5×10^4 , के हैं, जो धनात्मक या ऋणात्मक पूणीक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21(240)/2010]

बी.एन. दीक्षित, निदेशक, विधिक माप विज्ञान

New Delhi, the 31st January, 2011

S.O. 562.—Whereas the Central Government, after considering the report submitted to it by prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic weighing instrument (Platform type) with digital indication of medium Accuracy (Accuracy class -III) of Series "GPF" and with brand name "GODREJ" (hereinafter referred to as the said Model), manufactured by M/s Ganesh Prasad Avadh Bihari, Loha Mandi, Chowk Bazar, Bagrai, Uttar Pradesh and which is assigned the approval mark IND/09/10/377;

The said model is a strain gauge type load cell based non-automatic weighing instrument (Platform type) with a maximum capacity of 1000 kg. and minimum capacity of 2 kg. The verification scale interval (e) is 100g. It has a tare device with a 100 percent subtractive retained tare effect. The Light Emitting Diode (LED) display indicates the weighing result. The instrument operates on 230 Volts and 50 Hertz alternative current power supply.

Figure-1

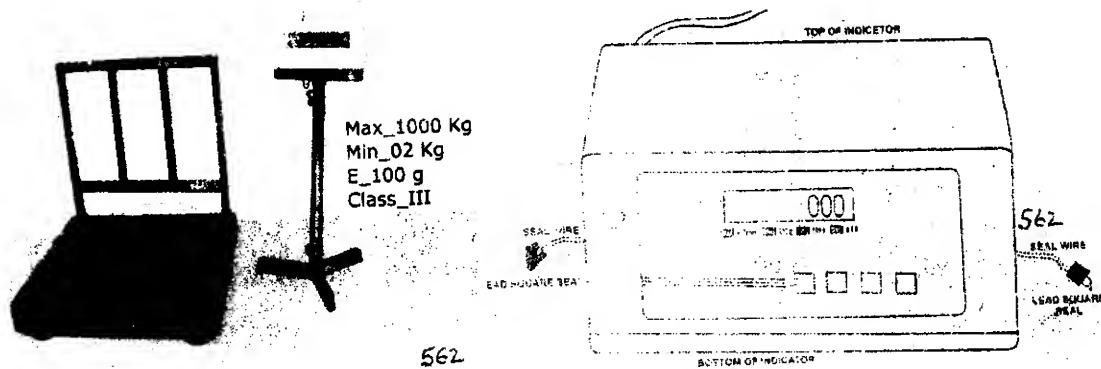


Figure-2 Schematic Diagram of sealing provision of the Model

Sealing is done on the display by passing sealing wire from the body of the display. The seal is connected by whole in base plate & top cover of display, than seal wire is passed through these two holes attached with seal. A typical schematic diagram of sealing provision of the model is given above.

The instrument has external control to calibration. A dip switch has also been provided in A/D card/mother board to disable access to external calibration.

Further, in exercise of the power conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instrument of similar make, accuracy and performance of same series with maximum capacity above 50 kg. and up to 5000 kg. with verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5g. or more and with 'e' value of 1×10^k , 2×10^k , or 5×10^k , where k is a positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

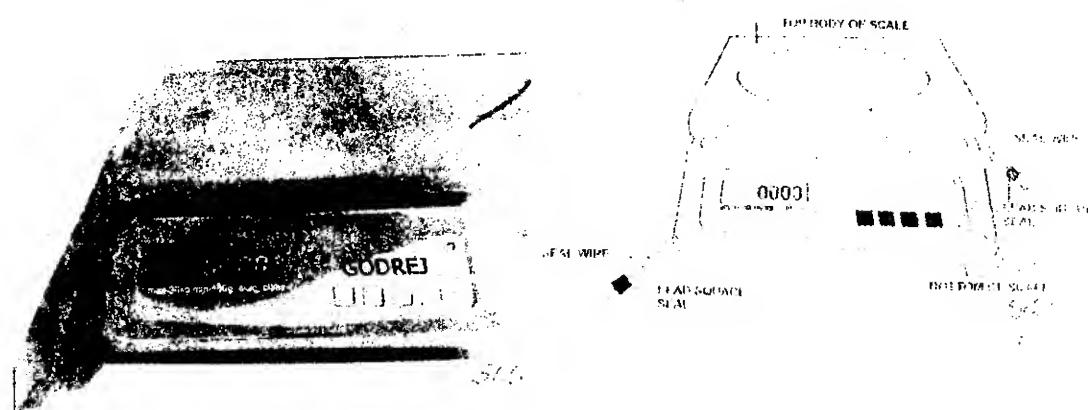
[FNo.WM-21(240)/2010]
B. N. DIXIT, Director of Legal Metrology

नई दिल्ली, 31 जनवरी, 2011

का,आ. 563.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में विनियुक्त मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा।

अतः अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा शक्तियों का प्रयोग करते हुए मैसर्स गणेश प्रसाद अवधि बिहारी, लोहा मंडी, चौक बाजार, बहराइच, उत्तर प्रदेश द्वारा विनियुक्त उच्च यथार्थता (यथार्थता-II) वाले “जीटीटी” शृंखला के अंकक सूचन सहित अस्वचालित तोलन उपकरण (टेबलटाप टाइप) के मॉडल का, जिसके बांड का नाम “गोदरेज” है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन.डी/09/10/376 समनुदेशित किया गया है, अनुमोदन प्रमाण पत्र जारी करती है।

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण (टेबलटाप टाइप) है। इसकी अधिकतम क्षमता 30 कि.ग्रा. और न्यूनतम क्षमता 100 ग्रा. है। सत्यापन मापमान अंतराल (ई) 2 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यक्तिनाम्तक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपर्युक्त करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।



आकृति -2 मॉडल को सीलिंग करने का योजनाबद्ध डायग्राम

डिस्प्ले की बाड़ी में से सीलिंग वायर निकाल कर सीलिंग की जाती है। सील के साथ जुड़े हुए डिस्प्ले के बेस प्लेट और टॉप कवर में बने दो छेदों में से सीलिंग वायर निकाल कर सील से जोड़ा गया है। मॉडल को सीलबंद करने के उपबंध का एक प्ररूपी योजनाबद्ध डायग्राम उपरोक्त दिया गया है।

उपकरण में बाहरी केलिब्रेशन तक पहुंच की सुविधा है। बाहरी केलिब्रेशन तक पहुंच को रोकने के लिए एडी कार्ड/मदर बोर्ड में डिप स्विच भी दिया गया है।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनियमता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल विनियमण किया गया है, विनियुक्त उसी शृंखला के वैसे ही येक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो । मि. ग्रा. से 50 मि.ग्रा. तक के “ई” मान के लिए 100 से 100,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) और 100 मि.ग्रा. या उससे अधिक के “ई” मान के लिए 5000 से 100,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और “ई” मान 1×10^4 , 2×10^4 और 5×10^4 , के हैं, जो धनात्मक या ऋणात्मक पूर्णक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21(240)/2010]

बी.एन. दीक्षित, निदेशक, विधिक माप विज्ञान

New Delhi, the 31st January, 2011

S.O. 563.—Whereas the Central Government, after considering the report submitted to it by prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic weighing instrument (Table top type) with digital indication of high Accuracy (Accuracy class -II) of Series "GTT" and with brand name "GODREJ" (hereinafter referred to as the said Model), manufactured by M/s Ganesh Prasad Avadh Bihari, Loha Mandi, Chowk Bazar, Bahrach, Uttar Pradesh and which is assigned the approval mark IND/09/10/376;

The said model is a strain gauge type load cell based non-automatic weighing instrument (Table Top Type) with a maximum capacity of 30kg. and minimum capacity of 100 g. The verification scale interval (e) is 2g. It has a tare device with a 100 percent subtractive retained tare effect. The Light Emitting Diode (LED) display indicates the weighing result. The instrument operates on 230 Volts or 50 Hertz alternative current power supply.

Figure 1

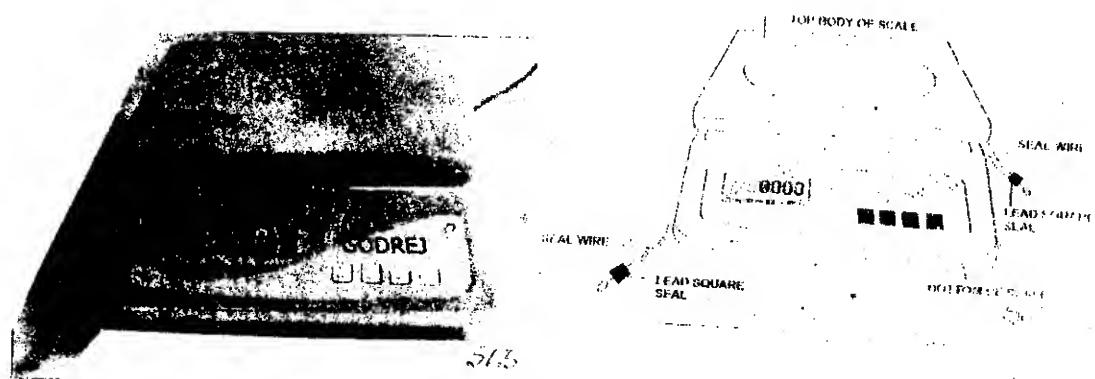


Figure-2 Schematic Diagram of sealing provision of the Model

Sealing is done on the display by passing sealing wire from the body of the display. The seal is connected by whole in base plate & top cover of display, than seal wire is passed through these two holes attached with seal. A typical schematic diagram of sealing provision of the model is given above.

The instrument has external control to calibration. A dip switch has also been provided in A/D card/mother board to disable access to external calibration.

Further, in exercise of the power conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity up to 50kg. with verification scale interval (n) in the range of 100 to 100,000 for 'e' value of 1mg. to 50 mg. and with verification scale interval (n) in the range of 5000 to 100,000 for 'e' value of 100mg. or more and with 'e' value of 1×10^k , 2×10^k , or 5×10^k , where k is a positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F.No.WM-21(240)/2010]

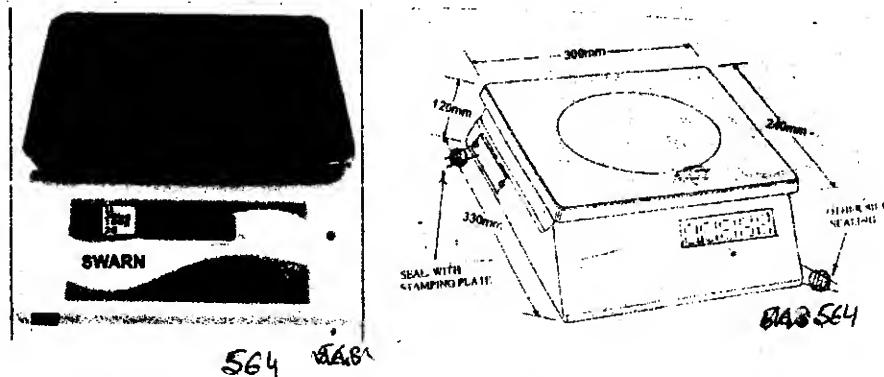
B. N. DIXIT, Director of Legal Metrology

नई दिल्ली, 31 जनवरी, 2011

का.आ. 564.—केन्द्रीय सरकार का, विहित अधिनियम द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप हैं और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स स्वर्ण बेट स्केल सेल्ज एंड सर्विस, सर्वे नं. 12/14/4, शांति नगर, भोसारी, पुणे-411039 द्वारा विनिर्मित उच्च यथार्थता वर्ग-II) वाले “एसडब्ल्यूजे-13” शृंखला के अंकक सूचन सहित अस्वचालित तोलन उपकरण (टेबलटाप टाइप) के मॉडल का, जिसके बांड का नाम “स्वर्ण” है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/10/401 समनुदेशित किया गया है, अनुमोदन प्रमाण पत्र जारी करती है।

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण (टेबलटाप टाइप) है। इसकी अधिकतम क्षमता 30 कि.ग्रा. न्यूनतम क्षमता 100ग्रा. है। सत्यापन मापमान अंतराल (ई) 2 ग्रा. है। इसमें एक आधेयतुलन युक्त है जिसका शत प्रतिशत व्यक्लनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।



आकृति -2 मॉडल को सीलिंग करने का योजनाबद्ध डायग्राम

डिस्प्ले की बाड़ी में से सीलिंग वायर निकाल कर सीलिंग की जाती है। सील के साथ जुड़े हुए डिस्प्ले के बेस प्लेट और टॉप कवर में बने दो छेत्रों में से सीलिंग वायर निकाल कर सील से जोड़ा गया है। मॉडल को सीलबंद करने के उपबंध का एक प्रहृष्टी योजनाबद्ध डायग्राम उपरोक्त दिया गया है।

उपकरण में बाहरी केलिब्रेशन तक पहुंच की सुविधा है। बाहरी केलिब्रेशन तक पहुंच को रोकने के लिए ए/डी कार्ड/मदर बोर्ड में डिप स्विच भी दिया गया है।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी साप्रगी से जिससे उक्त अनुमोदित मॉडल विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 1 मि. ग्रा. से 50 मि.ग्रा. तक के “ई” मान के लिए 100 से 100,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) और 100 मि.ग्रा. या उससे अधिक के “ई” मान के लिए 5000 से 100,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और “ई” मान 1×10^4 , 2×10^4 , 5×10^4 , के हैं, जो धनात्मक या ऋणात्मक पूणीक शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21(247)/2010]

बी.एन. दीक्षित, निदेशक, विधिक माप विज्ञान

New Delhi, the 31st January, 2011

S.O. 564.—Whereas the Central Government, after considering the report submitted to it by prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic weighing instrument (Table top type) with digital indication of High Accuracy (Accuracy class -II) of Series "SWJ-13" and with brand name "SWARN" (hereinafter referred to as the said Model), manufactured by M/s Swarn Weight-Scale Sales & Service, Survey No. 12/14/4, Shanti Nagar, Bhopal, Madhya Pradesh-462039 and which is assigned the approval mark IND/09/10/401;

The said model is a strain gauge type load cell based non-automatic weighing instrument (Table Top Type) with a maximum capacity of 30kg. and minimum capacity of 100 g. The verification scale interval (e) is 2g. It has a tare device with a 100 percent subtractive retained tare effect. The Light Emitting Diode (LED) display indicates the weighing result. The instrument operates on 230 Volts, 50 Hertz alternative current power supply.

Figure-1

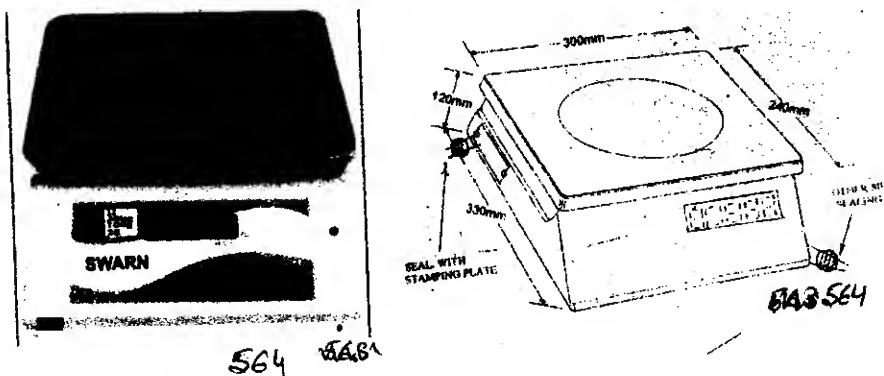


Figure-2 Schematic Diagram of sealing provision of the model

Sealing is done on the display by passing sealing wire from the body of the display. The seal is connected by whole in base plate & top cover of display, than seal wire is passed through these two holes attached with seal. A typical schematic diagram of sealing provision of the model is given above.

The instrument has external control to calibration. A dip switch has also been provided in A/D card/mother board to disable access to external calibration.

Further, in exercise of the powers conferred by sub-section (12) of section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity up to 50 kg. with verification scale interval (n) in the range of 100 to 100,000 for 'e' value of 1mg to 50 mg. and with verification scale interval (n) in the range of 5000 to 100,000 for 'e' value of 100mg. or more and with 'e' value of 1×10^k , 2×10^k , or 5×10^k , where k is a positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

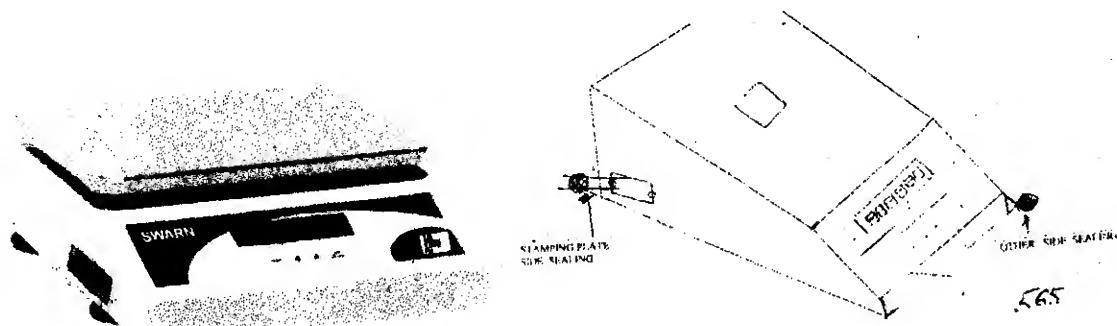
[F.No.WM-21(247)/2010]
B. N. DIXIT, Director of Legal Metrology

नई दिल्ली, 31 जनवरी, 2011

का.आ. 565.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स स्वर्ण बेट स्केल सेल्ज एंड सर्विस, सर्वे नं. 12/14/4, शांति नगर, भोसारी, पुणे 411039 द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग-III) वाले “एसडब्ल्यूएल-11” शृंखला के अंकंक सूचन सहित अस्वचालित तोलन उपकरण (टेबलटाप टाइप) के मॉडल का, जिसके बांड का नाम “स्वर्ण” है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/10/402 समनुदर्शित किया गया है, अनुमोदन प्रमाण पत्र जारी करती है।

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण (टेबलटाप टाइप) है। इसकी अधिकतम क्षमता 30 कि.ग्रा. और न्यूनतम क्षमता 100 ग्रा. है। सत्यापन मापमान अंतराल (ई) 5 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यक्तिनामक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपर्युक्त करता है। उपकरण 230वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विष्वृत प्रदाय पर कार्य करता है।



आकृति -2 मॉडल को सीलिंग करने का योजनाबद्ध डायग्राम

डिस्प्ले की बाड़ी में से सीलिंग बायर निकाल कर डिस्प्ले पर सीर्लिंग की जाती है। सील के साथ जुड़े हुए डिस्प्ले के बेस प्लेट और टॉप कवर में बने दो छेदों में से सीलिंग बायर निकाल कर सील से जोड़ा गया है। मॉडल को सीलबंद करने के उपबंध का एक प्ररूपी योजनाबद्ध डायग्राम ऊपर दिया गया है।

उपकरण में बाहरी केलिब्रेशन तक पहुंच की सुविधा है। बाहरी केलिब्रेशन तक पहुंच को रोकने के लिए ए/डी कार्ड/पदर बोर्ड में डिप स्विच भी दिया गया है।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 1मि. ग्रा. से 2 ग्रा. तक के “ई” मान के लिए 100 से 10,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) और 5 ग्रा. या उससे अधिक के “ई” मान के लिए 5000 से 10,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और “ई” मान 1×10^4 , 2×10^4 , 5×10^4 , के हैं, जो धनात्मक या ऋणात्मक पूणीक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21(247)/2010]

बी.एन. दीक्षित, निदेशक, विधिक माप विज्ञान

New Delhi, the 31st January, 2011

S.O. 565.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic weighing instrument (Table top type) with digital indication of Medium Accuracy (Accuracy class -III) of Series "SWL-11" and with brand name "SWARN" (hereinafter referred to as the said Model), manufactured by M/s Swarn Weight-Scale Sales & Service, Survey No. 12/14/4, Shanti Nagar, Bhosari, Pune-411039 and which is assigned the approval mark IND/09/10/402;

The said model is a strain gauge type load cell based non-automatic weighing instrument (Table Top Type) with a maximum capacity of 30kg. and minimum capacity of 100 g. The verification scale interval (e) is 5g. It has a tare device with a 100 percent subtractive retained tare effect. The Light Emitting Diode (LED) display indicates the weighing results. The instrument operates on 230 Volts, 50Hertz alternative current power supply.

Figure-1

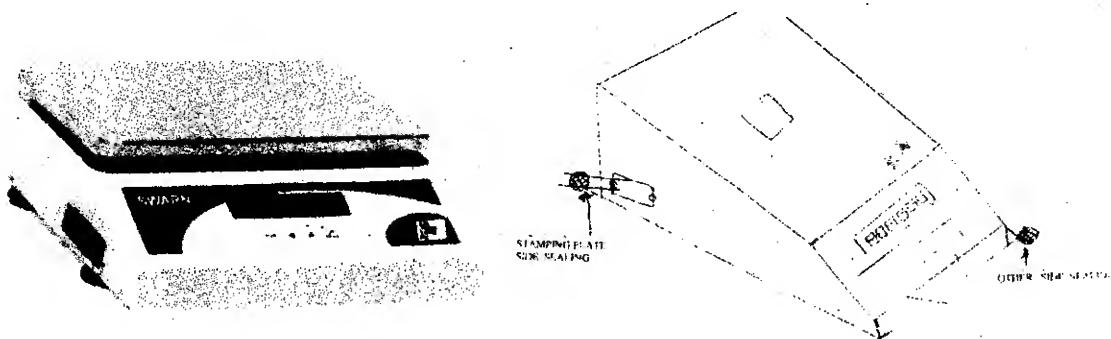


Figure-2 Schematic Diagram of sealing provision of the Model

Sealing is done on the display by passing sealing wire from the body of the display. The seal is connected by whole in base plate and top cover of display, than seal wire is passed through these two holes attached with seal. A typical schematic diagram of sealing provision of the model is given above.

The instrument has external control to calibration. A dip switch has also been provided in A/D card/mother board to disable access to external calibration.

Further, in exercise of the powers conferred by sub-section (12) of section 36 of the said, Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instrument of similar make, accuracy and performance of same series with maximum capacity up to 50kg. with verification scale interval (n) in the range of 100 to 10,000 for 'e' value of 1mg. to 2 g. and with verification scale interval (n) in the range of 5000 to 10,000 for 'e' value of 5g. or more and with 'e' value of 1×10^k , 2×10^k , or 5×10^k , where k is a positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[FNo.WM-21/(247)/2010]

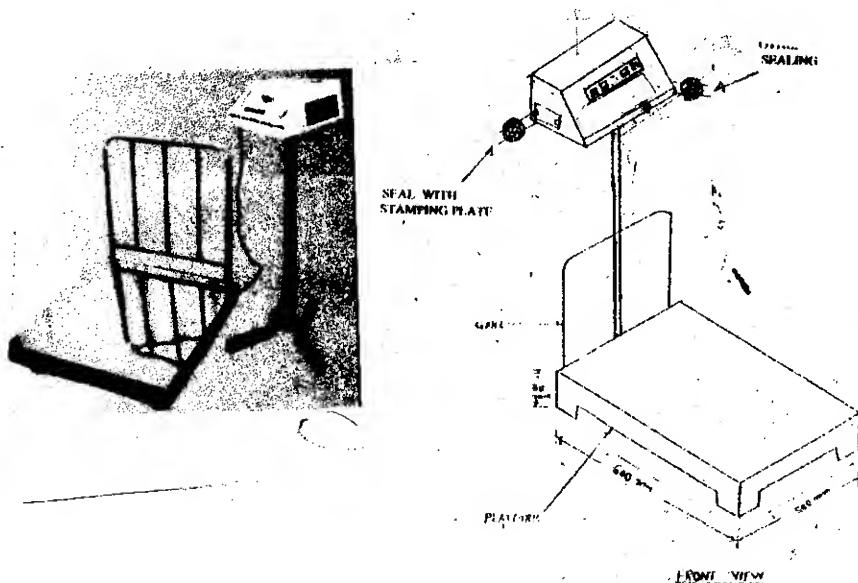
B. N. DIXIT, Director of Legal Metrology

नई दिल्ली, 31 जनवरी, 2011

का.आ. 566.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यैसर्स स्वर्ण बेट स्केल सेल्ज एंड सर्विस, सर्वे नं. 12/14/4, शांति नगर, भोसारी, पुणे-411039 द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग-III) वाले “एसडब्ल्यूपी-7” शृंखला के अंकक सूचन सहित अस्वचालित तोलन उपकरण (प्लेटफार्म टाइप) के मॉडल का, जिसके ब्रांड का नाम “स्वर्ण” है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन विह आई एन डी/09/10/403 समनुरेशित किया गया है, अनुमोदन प्रमाण पत्र जारी करती है।

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण (प्लेटफार्म टाइप) है। इसकी अधिकतम क्षमता 1000 कि.ग्रा. और न्यूनतम क्षमता 2 कि.ग्रा. है। सत्यापन मापमान अंतराल (ई) 100 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यक्तिनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।



आकृति -2 मॉडल को सीलिंग करने का योजनाबद्ध डायग्राम

डिस्प्ले की बाड़ी में से सीलिंग वायर निकाल कर डिस्प्ले पर सीलिंग की जाती है। सील के साथ जुड़े हुए डिस्प्ले के बेस स्लेट और टॉप कवर में बने दो छेदों में सीलिंग वायर निकाल कर सील से जोड़ा गया है। मॉडल को सीलबंद करने के उपबंध का एक प्रसूपी योजनाबद्ध डायग्राम उपरोक्त दिया गया है।

उपकरण में बाहरी केलिब्रेशन तक पहुंच की सुविधा है। बाहरी केलिब्रेशन तक पहुंच को रोकने के लिए एडी कार्ड/प्रदर बोर्ड में हिप स्विच भी दिया गया है।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रणालेपत्र के अंतर्गत उसी विनिर्माण द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही भेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 5 ग्रा. या उससे अधिक के “ई” मान के लिए 500 से 10,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 कि.ग्रा. से 5000 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और “ई” मान 1×10^4 , 2×10^4 और 5×10^4 , के हैं, जो धनात्मक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21(247)/2010]
बी.एन. दीक्षित, निदेशक, विधिक माप विभाग

New Delhi, the 31st, January, 2011

S.O. 566.—Whereas the Central Government, after considering the report submitted to it by prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic weighing instrument (Platform type) with digital indication of medium accuracy (Accuracy class -III) of Series "SWP-7" and with brand name "SWARN" (hereinafter referred to as the said Model), manufactured by M/s Swarn Weight-Scale Sales & Service, Survey No. 12/14/4, Shanti Nagar, Bhosari, Pune-411039 and which is assigned the approval mark IND/09/10/403;

The said model is a strain gauge type load cell based non-automatic weighing instrument (Platform type) with a maximum capacity of 1000 kg. and minimum capacity of 2 kg. The verification scale interval (e) is 100g. It has a tare device with a 100 per cent subtractive retained tare effect. The Light Emitting Diode (LED) display indicates the weighing results. The instrument operates on 230 Volts or 50Hertz alternative current power supply.

Figure-1

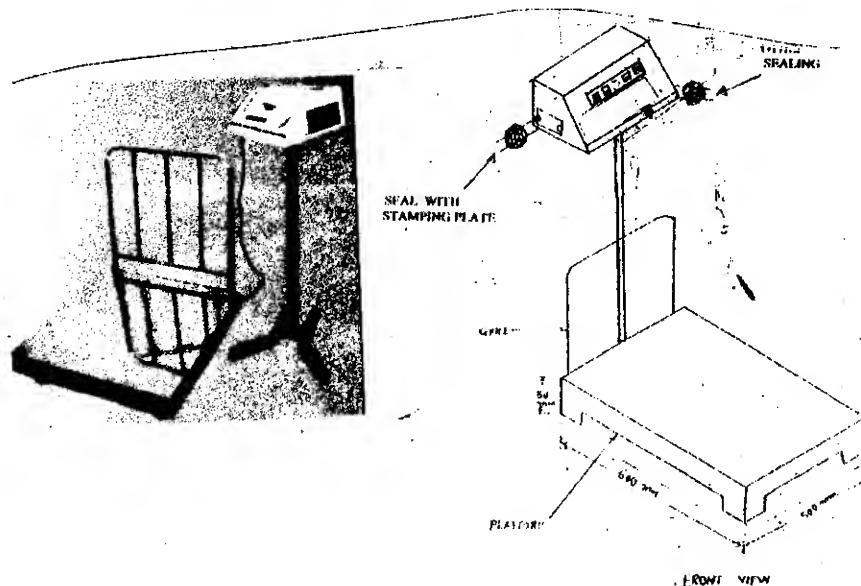


Figure 2—Schematic Diagram of sealing provision of the model

Sealing is done on the display by passing sealing wire from the body of the display. The seal is connected by whole in base plate & top cover of display, than seal wire is passed through these two holes attached with seal. A typical schematic diagram of sealing provision of the model is given above.

The instrument has external control to calibration. A dip switch has also been provided in A/D card/mother board to disable access to external calibration.

Further, in exercise of the power conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity above 50 kg. and up to 5000 kg. with verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5g. or more and with 'e' value of 1×10^k , 2×10^k or 5×10^k , where k is a positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F. No. WM-21(247)/2010]

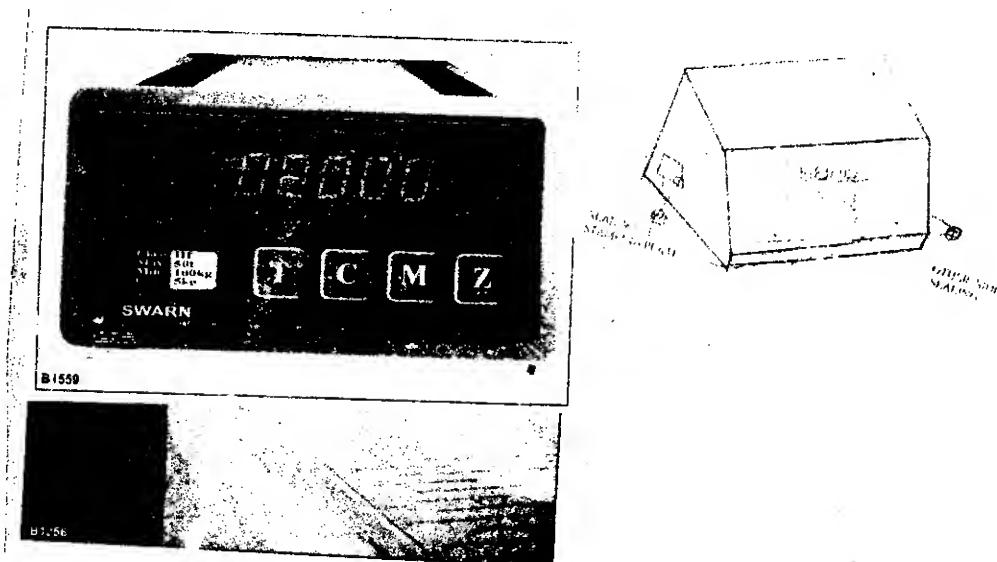
B. N. DIXIT, Director of Legal Metrology

नई दिल्ली, 31 जनवरी, 2011

का, आ. 567.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स स्वर्ण बेट स्केल सेल्ज एंड सर्विस, सर्वे नं. 12/14/4, शांति नगर, भासारी, पुणे-411039 द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग-III) वाले “एसडब्ल्यूबी-5” शृंखला के अंकक सूचन सहित अस्वचालित तोलन उपकरण (इलेक्ट्रॉनिक बेब्रिज टाइप) के मॉडल का, जिसके ब्रांड का नाम “स्वर्ण” है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/10/404 समनुदेशित किया गया है, अनुमोदन प्रमाण पत्र जारी करती है।

उक्त मॉडल एक विकृत रेज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण (इलेक्ट्रॉनिक बेब्रिज टाइप) है। इसकी अधिकतम क्षमता 50 टन और न्यूनतम क्षमता 100 कि.ग्रा. है। सत्यापन मापमान अंतराल (ई) 5 कि.ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यक्तलात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपर्युक्त करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।



आकृति -2 मॉडल को सीलिंग करने का योजनाबद्ध डायग्राम

डिस्प्ले की बाड़ी में से सीलिंग वायर निकाल कर सीलिंग की जाती है। सील के साथ जुड़े हुए डिस्प्ले के बेस प्लेट और टॉप कवर में बने दो छेदों में से सीलिंग वायर निकाल कर सील से जोड़ा गया है। मॉडल को सीलबंद करने के उपबंध का एक प्ररूपी योजनाबद्ध डायग्राम उपरोक्त दिया गया है।

उपकरण में बाहरी कोलिब्रेशन तक पहुंच की सुविधा है। बाहरी कोलिब्रेशन तक पहुंच को रोकने के लिए ए/डी कार्ड/मदर बोर्ड में डिप स्विच भी दिया गया है।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल का विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 5 ग्रा. या उससे अधिक के “ई” मान के लिए 500 से 10,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) सहित 5 टन से 200 टन तक की अधिकतम क्षमता वाले हैं और “ई” मान 1×10^4 , 2×10^4 , 5×10^4 , के हैं, जो धनात्मक या ऋणात्मक पूर्णक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21(247)/2010]

बी.एन. दीक्षित, निदेशक, विधिक माप विज्ञान

New Delhi, the 31st, January, 2011

S.O. 567.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic weighing instrument (Electronic Weighbridge type) with digital indication of medium accuracy (Accuracy class -III) of Series "SWB-5" and with brand name "SWARN" (hereinafter referred to as the said Model), manufactured by M/s Swarn Weight-Scale Sales & Service, Survey No 12/14/4, Shanti Nagar, Bhosari, Pune-411039 and which is assigned the approval mark IND/09/10/404;

The said model is a strain gauge type load cell based non-automatic weighing instrument (Electronic Weighbridge type) with a maximum capacity of 50 tonne and minimum capacity of 100 kg. The verification scale interval (e) is 5 kg. It has a tare device with a 100 per cent subtractive retained tare effect. The Light Emitting Diode (LED) display indicates the weighing results. The instrument operates on 230 Volts, 50Hertz alternative current power supply.

Figure-1

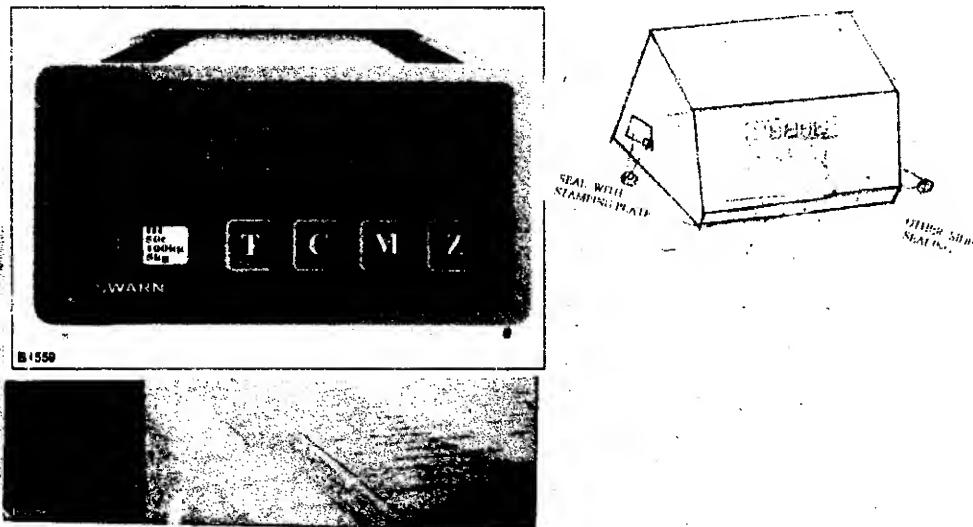


Figure 2—Schematic Diagram of the sealing provision of the Model

Sealing is done on the right side /back side of the display by passing sealing wire from the body of the display. The seal is connected by hole in base plate & top cover of display, then seal wire is passed through these two holes attached with seal. A typical schematic diagram of sealing provision of the model is given above.

The instrument has external control to calibration. A dip switch has also been provided in A/D card/mother board to disable access to external calibration.

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instrument of similar make, accuracy and performance of same series with maximum capacity above 5 tonne and up to 200 tonne with verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5g. or more and with 'e' value of 1×10^k , 2×10^k , or 5×10^k , where k is a positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F. No. WM-21(247)/2010]

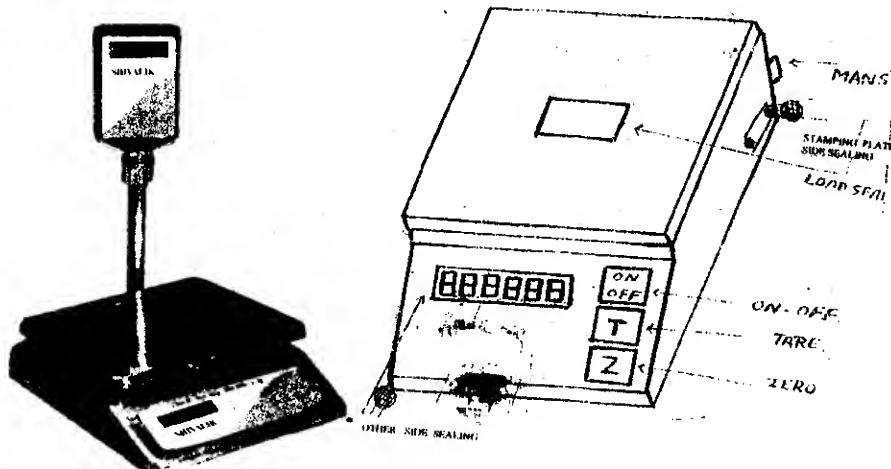
B. N. DIXIT, Director of Legal Metrology

नई दिल्ली, 31 जनवरी, 2011

का.आ. 568.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स बजरंग दास स्केल, उद्योग नगर, अमरेली रोड, सावरकुंडला, जिला अमरेली, पिन -364515, (गुजरात) द्वारा विनिर्मित उच्च यथार्थता (यथार्थता -II) वाले “एसएच टी” शृंखला के अंकक सूचन सहित अस्वचालित तोलन उपकरण (टेबलटाप टाइप) के मॉडल का, जिसके ब्रांड का नाम “शिवालिक” है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/10/391 समनुदेशित किया गया है, अनुमोदन प्रमाणपत्र जारी करती है।

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण (टेबलटाप टाइप) है। इसकी अधिकतम क्षमता 30 कि. ग्रा. है और न्यूनतम क्षमता 100. ग्रा. है। सत्यापन मापमान अंतराल (ई) 2 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यक्तिनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।



आकृति -2 मॉडल को सीलिंग करने का योजनाबद्ध डायग्राम

डिस्प्ले की बाड़ी में से सीलिंग वायर निकाल कर सीलिंग की जाती है। सील के साथ जुड़े हुए डिस्प्ले के बेस प्लेट और टॉप कवर में बने दो छेदों में से सीलिंग वायर निकाल कर सील से जोड़ा गया है। मॉडल को सीलबंद करने के उपबंध का एक प्ररूपी योजनाबद्ध डायग्राम उपरोक्त दिया गया है।

उपकरण में बाहरी केलिब्रेशन तक पहुंच की सुविधा है। बाहरी केलिब्रेशन तक पहुंच को रोकने के लिए ए/डी कार्ड/मदर बोर्ड में डिप स्विच भी दिया गया है।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनियोगीता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल का विनिर्माण किया गया है, विनिर्मित उसी शृंखला के बैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 1 मि. ग्रा. से 50 मि.ग्रा. तक के “ई” मान के लिए 100 से 100,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) और 100 मि.ग्रा. या उससे अधिक के “ई” मान के लिए 5000 से 100,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और “ई” मान 1×10^4 , 2×10^4 और 5×10^4 , के हैं, जो अनात्मक या ऋणात्मक पूर्णक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21(243)/2010]

बी. एन. दीक्षित, निदेशक, विधिक माप विज्ञान

New Delhi, the 31st January, 2011

S.O. 568.—Whereas the Central Government, after considering the report submitted to it by prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic weighing instrument (Table top type) with digital indication of High Accuracy (Accuracy class-II) of series "SHT" and with brand name "SHIVALIK" (hereinafter referred to as the said Model), manufactured by M/s Bajrang Das Scale Udyog Nagar, Amreli Road, Savarkundla, Dist. Amreli, Pin- 364515, (Guj.) and which is assigned the approval mark IND/09/10/391;

The said model is a strain gauge type load cell based non-automatic weighing instrument (Table Top Type) with a maximum capacity of 30kg. and minimum capacity of 100g. The verification scale interval (e) is 2g. It has a tare device with a 100 percent subtractive retained tare effect. The Light Emitting Diode (LED) display indicates the weighing result. The instrument operates on 230 Volts and 50 Hertz alternative current power supply.

Figure-1

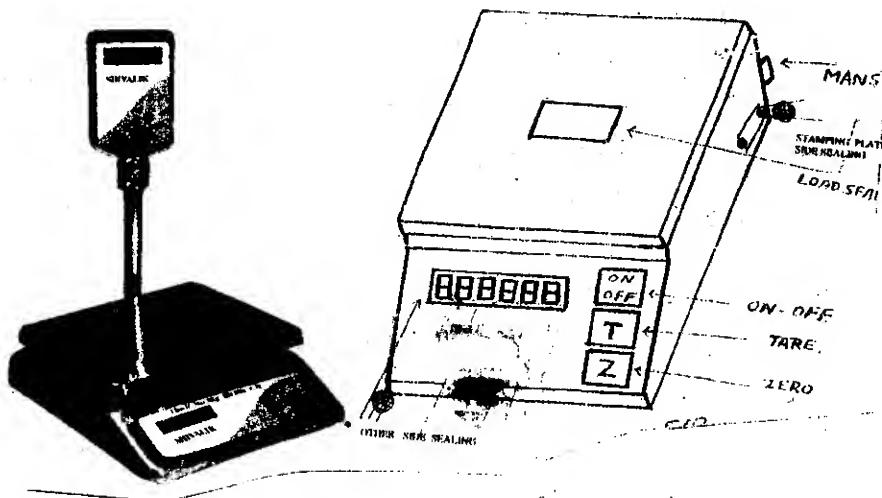


Figure-2 Schematic Diagram of sealing provision of the Model

Sealing is done on the display by passing sealing wire from the body of the display. The seal is connected by whole in base plate and top cover of display, than seal wire is passed through these two holes attached with seal. A typical schematic diagram of sealing provision of the model is given above.

The instrument has external control to calibration. A dip switch has also been provided in A/D card/mother board to disable access to external calibration.

Further, in exercise of the power conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity up to 50 kg. with verification scale interval (n) in the range of 100 to 100,000 for 'e' value of 1mg. to 50mg. and with verification scale interval (n) in the range of 5000 to 100,000 for 'e' value of 100mg. or more and with 'e' value of 1×10^k , 2×10^k or 5×10^k , where k is a positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F. No. WM-21/(243)/2010]

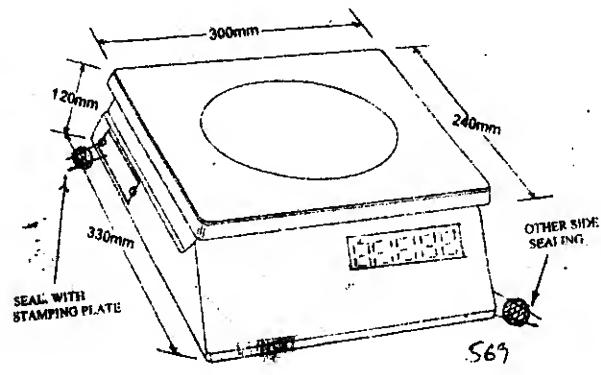
B. N. DIXIT, Director of Legal Metrology

नई दिल्ली, 31 जनवरी, 2011

का.आ. 569.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल स्थार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स बजरंग दास स्केल, उद्योग नगर, अमरेली रोड, सावरकुंडला, जिला अमरेली, पिन -364515, (गुजरात) द्वारा विनिर्मित मध्यम स्थार्थता (स्थार्थता वर्ग-III) वाले “एसएसटी” शृंखला के अंकक सूचन सहित अस्वचालित तोलन उपकरण (टेबलटाप टाइप) के मॉडल का, जिसके ब्रांड का नाम “शिवालिक” है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन विह आई एन डी/09/10/392 समनुदेशित किया गया है, अनुमोदन प्रमाण पत्र जारी करती है।

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण (टेबलटाप टाइप) है। इसकी अधिकतम क्षमता 30 कि. ग्रा. है और न्यूनतम क्षमता 100 .ग्रा. है। सत्यापन मापमान अंतराल (ई) 5 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शात प्रतिशत अवकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोल परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।



आकृति -2 मॉडल को सीलिंग करने का योजनाबद्ध डायग्राम

डिस्प्ले की बाड़ी में से सीलिंग वायर निकाल कर सीलिंग की जाती है। सील के साथ जुड़े हुए डिस्प्ले के बेस प्लेट और टॉप कवर में बने दो छेदों में से सीलिंग वायर निकाल कर सील से जोड़ा गया है। मॉडल को सीलबद्ध करने के उपबंध का एक प्ररूपी योजनाबद्ध डायग्राम उपरोक्त दिया गया है।

उपकरण में बाहरी केलिब्रेशन तक पहुंच की सुविधा है। बाहरी केलिब्रेशन तक पहुंच को रोकने के लिए ए/डी कार्ड/मदर बोर्ड में डिप स्विच भी दिया गया है।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह ओपना करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल का विनियाण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, स्थार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 1 मि. ग्रा. से 2 ग्रा. तक के “ई” मान के लिए 100 से 10,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) और 5.ग्रा. उससे अधिक के “ई” मान के लिए 5000 से 10,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और “ई” मान 1×10^8 , 2×10^8 या 5×10^8 , के हैं, जो अनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21(243)/2010]

बी. एन. दीक्षित, निदेशक, विधिक माप विज्ञान

New Delhi, the 31st January, 2011

S.O. 569.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic weighing instrument (Table top type) with digital indication of Medium Accuracy (Accuracy class-III) of series "SHTT" and with brand name "SHIVALIK" (hereinafter referred to as the said Model), manufactured by M/s Bajrang Das Scale Udyog Nagar, Amreli Road, Savarkundla, Dist. Amreli, Pin- 364515, (Guj.) and which is assigned the approval mark IND/09/10/392;

The said model is a strain gauge type load cell based non-automatic weighing instrument (Table Top Type) with maximum capacity of 30kg and minimum capacity of 100g. The verification scale interval (e) is 5g. It has a tare device with a 100 percent subtractive retained tare effect. The Light Emitting Diode (LED) display indicates the weighing results. The instrument operates on 230 Volts and 50 Hertz alternative current power supply.

Figure-1

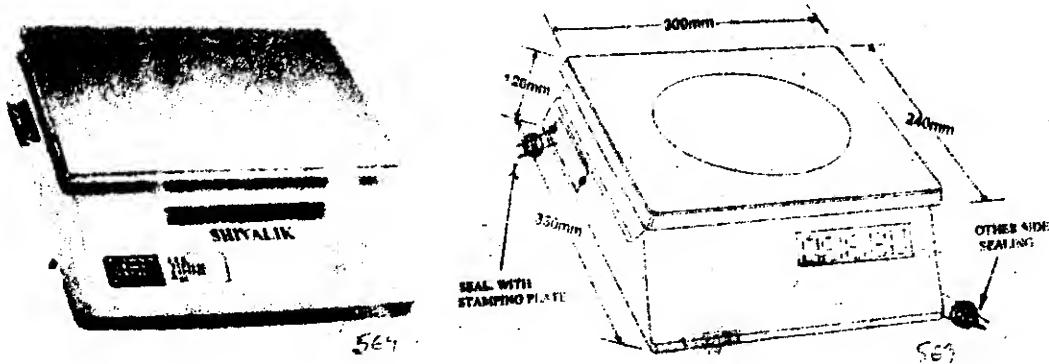


Figure-2 Schematic Diagram of sealing provision of the Model

Sealing is done on the display by passing sealing wire from the body of the display. The seal is connected by hole in base plate and top cover of display, then seal wire is passed through these two holes attached with seal. A typical schematic diagram of sealing provision of the model is given above.

The instrument has external control to calibration. A dip switch has also been provided in A/D card/mother board to disable access to external calibration.

Further, in exercise of the powers conferred by sub-section (12) of section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instrument of similar make, accuracy and performance of same series with maximum capacity up to 50 kg with verification scale interval (n) in the range of 100 to 10,000 for 'e' value of 1mg. to 2g and with verification scale interval (n) in the range of 5000 to 10,000 for 'e' value of 5g or more and with 'e' value of 1×10^k , 2×10^k or 5×10^k , where k is a positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F.No.WM-21/(243)Y/2010]

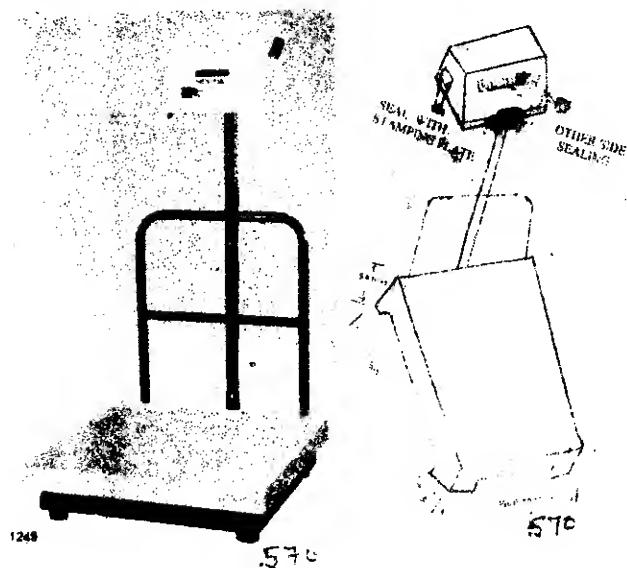
B. N. DEKIT, Director of Legal Metrology

नई दिल्ली, 31 जनवरी, 2011

का.आ. 570.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा।

अतः अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा शक्तियों को प्रयोग करते हुए ऐसर्स बजरंग दास स्केल, उद्योग नगर, अमरेली रोड, सावरकुंडला, जिला अमरेली, पिन -364 515, (गुजरात) द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग -III) वाले "एसएचपी" शृंखला के अंकक सूचन सहित अस्वचालित तोलन उपकरण (प्लेटफार्म टाइप) के मॉडल का, जिसके ब्रांड का नाम "शिवालिक" है (जिसे इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन दिया आई एन डी/09/10/393 समनुदेशित किया गया है, अनुमोदन प्रमाण पत्र जारी करती है।

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण (प्लेटफार्म टाइप) है। इसकी अधिकतम क्षमता 1000 कि. ग्रा. और न्यूनतम क्षमता 2 कि.ग्रा. है। सत्यापन मापमान अंतराल (ई) 100 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।



आकृति 2—मॉडल को सीलिंग करने का योजनाबद्ध ढायग्राम

डिस्प्ले की बाढ़ी में से सीलिंग वायर निकाल कर सीलिंग की जाती है। सील के साथ जुड़े हुए डिस्प्ले के बेस प्लेट और टॉप कवर में बने दो छेदों में से सीलिंग वायर निकाल कर सील से जोड़ा गया है। मॉडल को सीलबंद करने के उपबंध का एक प्रस्तुपी योजनाबद्ध ढायग्राम उपरोक्त दिया गया है।

उपकरण में बाहरी केलिब्रेशन तक पहुंच की सुविधा है। बाहरी केलिब्रेशन तक पहुंच को सेकने के लिए ए/डी कार्ड/पदर बोर्ड में डिप स्विच भी दिया गया है।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल का विनिर्माण किया गया है, विनिर्मित उसी शृंखला के फैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 5 ग्रा. या उससे अधिक के "ई" मान के लिए 500 से 10,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 कि.ग्रा. से 5000 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और "ई" मान 1×10^4 , 2×10^4 या 5×10^4 , के हैं, जो धनात्मक या ऋणात्मक पूँजीक या शूल के समतुल्य हैं।

[फा. सं डब्ल्यू एम-21(243)/2010]

गी. एन. दीक्षित, निदेशक, विधिक माप विज्ञान

New Delhi, the 31st January, 2011

S.O. 570.—Whereas the Central Government, after considering the report submitted to it by prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic weighing instrument (Platform type) with digital indication of Medium Accuracy (Accuracy class-III) of series "SHP" and with brand name "SHIVALIK" (hereinafter referred to as the said Model), manufactured by M/s. Bajrang Das Scale, Udyog Nagar, Amreli Road, Savarkundla, Dist. Amreli, Pin- 364 515 (Guj.) and which is assigned the approval mark IND/09/10/393;

The said model is a strain gauge type load cell based non-automatic weighing instrument (Platform type) with a maximum capacity of 1000kg. and minimum capacity of 2kg. The verification scale interval (e) is 100g. It has a tare device with a 100 per cent subtractive retained tare effect. The Light Emitting Diode (LED) display indicates the weighing result. The instrument operates on 230 Volts and 50 Hertz alternative current power supply.

Figure-1

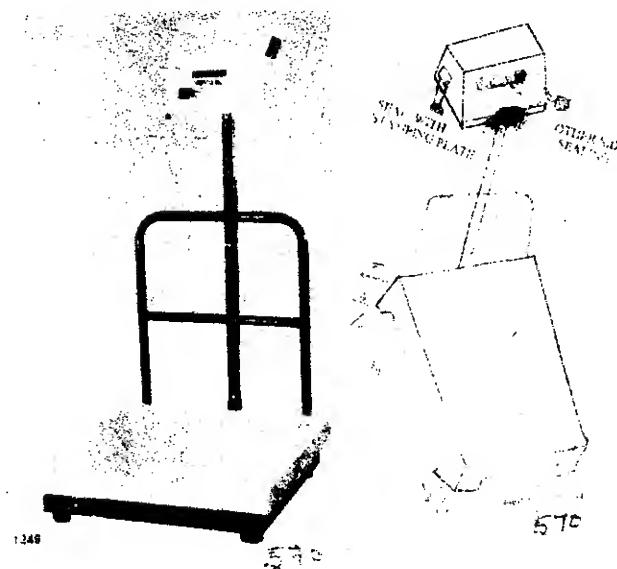


Figure 2—Schematic Diagram of sealing provision of the Model

Sealing is done on the display by passing sealing wire from the body of the display. The seal is connected by whole in base plate & top cover of display, than seal wire is passed through these two holes attached with seal. A typical schematic diagram of sealing provision of the model is given above.

The instrument has external control to calibration. A dip switch has also been provided in A/D card/mother board to disable access to external calibration.

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instrument of similar make, accuracy and performance of same series with maximum capacity above 50 kg. and up to 5000kg. with verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5g. or more and with 'e' value of 1×10^k , 2×10^k or 5×10^k , where k is a positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

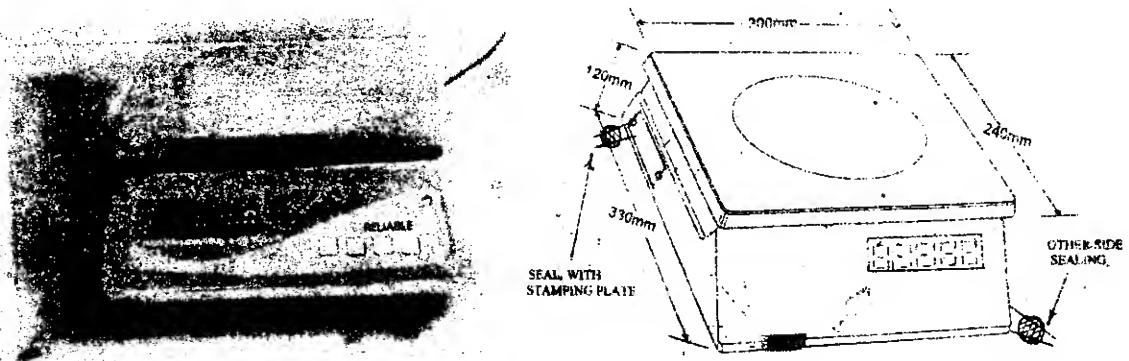
[F. No. WM-21(243)/2010]
B. N. DIXIT, Director of Legal Metrology

नई दिल्ली, 31 जनवरी, 2011

का.आ. 571.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल स्थार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा शक्तियों को प्रयोग करते हुए मैसर्स श्री नकोदा स्कलेस, नं. 83, नालन्दा इंड. एस्टेट, गिरनार स्कूटर कंपाउंड, कठवाड़ा रोड, ओढव रिंग रोड सर्किल, ओढव, अहमदाबाद-382415 द्वारा विनिर्मित प्रथम यथार्थता (यथार्थता वर्ग -III) वाले “एसएनएसटी” शृंखला के अंकक सूचन सहित अस्वचालित तोलन उपकरण (टेबलटाप टाइप) के मॉडल का, जिसके ब्रांड का नाम “रिलायबल” है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्नाई एन डी/09/10/252 समनुदेशित किया गया है, अनुमोदन प्रमाण पत्र जारी करती है।

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण (टेबलटाप टाइप) है। इसकी अधिकतम क्षमता 30 कि. ग्रा. है और न्यूनतम क्षमता 100 .ग्रा. है। सत्यापन मापमान अंतराल (ई) 5 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।



आकृति 2—उपकरण के मॉडल का सीलिंग प्रावधान

स्केल की बाड़ी के होल्स में से सीलिंग वायर निकाल कर सीलिंग की जाती है। मॉडल को सीलबंद करने के उपबंध का एक प्रूफपी योजनाबद्ध डायग्राम उपर दिया गया है।

उपकरण में बाहरी केलिब्रेशन तक पहुंच की सुविधा है। बाहरी केलिब्रेशन तक पहुंच को रोकने के लिए ए/डी कार्ड/मदर बोर्ड में डिप स्विच भी स्थित गया है।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल का विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 1 मि. ग्रा. से 2 ग्रा. तक के “ई” मान के लिए 100 से 10,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) और 5 ग्रा. या उससे अधिक के “ई” मान के लिए 5000 से 10,000 तक रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और “ई” मान 1×10^4 , 2×10^4 या 5×10^4 , के हैं, जो घनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21(159)/2010]

बी. एन. दीक्षित, निदेशक, विधिक माप विज्ञान

New Delhi, the 31st January, 2011

S.O. 571.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic weighing instrument (Table top type) with digital indication of Medium Accuracy (Accuracy class-III) of series "SNS-T" and with brand name "RELIABLE" (hereinafter referred to as the said Model), manufactured by M/s. Shree Nakoda Scale. No. 83, Nalanda Ind. Estate, Girnar Scooter Compound, Kathwada Road, Odhav Ring-Road Circle, Odhav, Ahmedabad- 382 415 and which is assigned the approval mark IND/09/10/252;

The said model is a strain gauge type load cell based non-automatic weighing instrument (Table top type) with maximum capacity of 30kg and minimum capacity of 100g. The verification scale interval (e) is 5g. It has a tare device with a 100 per cent subtractive retained tare effect. The Light Emitting Diode (LED) display indicates the weighing result. The instrument operates on 230 Volts and 50 Hertz alternative current power supply.

Figure 1

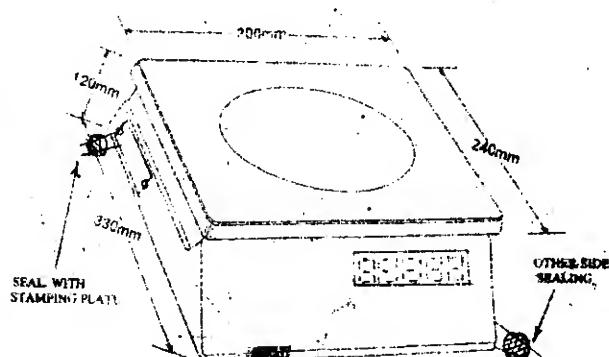
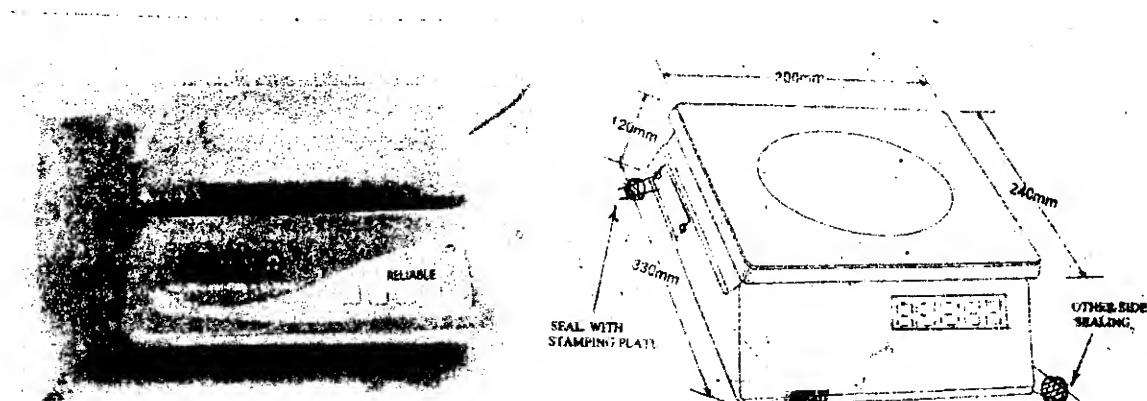


Figure 2—Schematic Diagram of sealing provision of the Model

Sealing is done by passing sealing wire from the body of the scale through holes. A typical schematic diagram of sealing provision of the model is given above.

The dip switch has also been provided in A/D card/mother board to disable access to external calibration.

Further, in exercise of the power conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity up to 50 kg with verification scale interval (n) in the range of 100 to 10,000 for 'e' value of 1mg. to 2g. and with verification scale interval (n) in the range of 5000 to 10,000 for 'e' value of 5g. or more and with 'e' value 1×10^k , 2×10^k or 5×10^k , where k is a positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F. No. WM-21(159)/2010]

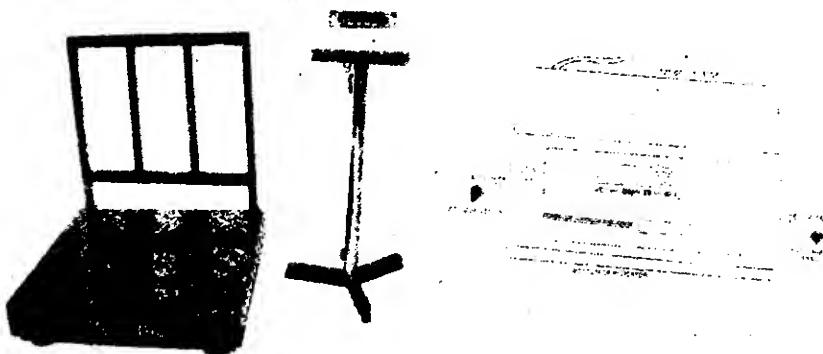
B. N. DIXIT, Director of Legal Metrology

नई दिल्ली, 31 जनवरी, 2011

का.आ. 572.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) विधि बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बाट की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स श्री नकोदा स्केल्स, नं. 83, नालन्दा इंड. एस्टेट, गिरनार स्कूटर कंपाउंड, कठवाड़ा रोड, ओढ़व रिंग रोड सर्किल, ओढ़व, अहमदाबाद-382415 द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता -III) वाले “एसएनएसपी” शृंखला के अंकक सूचन सहित अस्वचालित तोलन उपकरण (प्लेटफार्म टाइप) के मॉडल का, जिसके ब्रांड का नाम “रिलायबल” है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/10/253 समनुदेशित किया गया है, अनुमोदन प्रमाण पत्र जारी करती है।

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण (प्लेटफार्म टाइप) है। इसकी अधिकतम क्षमता 1000 कि. ग्रा. है और न्यूनतम क्षमता 2 कि.ग्रा. है। सत्यापन मापमान अंतराल (ई)100 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यक्तिनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपर्युक्त करता है। उपकरण 230 वोल्ट और 50 हर्ड्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।



आकृति -2 मॉडल को सीलिंग करने का योजनाबद्ध डायग्राम

डिस्प्ले की बाड़ी में से सीलिंग वायर निकाल कर डिस्प्ले के राइट साइड/बैक साइड में सीलिंग की गई है। डिस्प्ले की बैंस प्लेट और टाप कवर के छेद से सील को जोड़ा गया है, तब सील वायर इन दोनों छेदों में से निकालकर सील से जोड़ा गया है। मॉडल को सीलबंद करने के उपबंध का एक प्ररूपी योजनाबद्ध डायग्राम उपरोक्त दिया गया है।

उपकरण में केलिब्रेशन के लिए बाहरी पहुंच है। बाहरी केलिब्रेशन तक पहुंच को रोकने के लिए ए/डी कार्ड/पदर बोर्ड में डिप स्लिच भी दिया गया है।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 5 ग्रा. या उससे अधिक के “ई” मान के लिए 500 से 10,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 कि.ग्रा. से 5000 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और “ई” मान 1×10^4 , 2×10^4 या 5×10^4 , के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21(159)/2010]

बी. एन. दीक्षित, निदेशक, विधिक माप विज्ञान

New Delhi, the 31st January, 2011

S.O. 572.—Whereas the Central Government, after considering the report submitted to it by prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic weighing instrument (Platform type) with digital indication of Medium Accuracy (Accuracy class-III) of series "SNS-P" and with brand name "RELIABLE" (hereinafter referred to as the said Model), manufactured by M/s. Shree Nakoda Scales, No. 83 Nalanda Ind. Estate, Girnar Scooter Compound, Kathwada Road, Odhav Ring Road Circle, Odhav, Ahmedabad- 382415 and which is assigned the approval mark IND/09/10/253;

The said model is a strain gauge type load cell based non-automatic weighing instrument (Platform Type) with a maximum capacity of 1000kg. and minimum capacity of 2kg. The verification scale interval (e) is 100g. It has a tare device with a 100 percent subtractive retained tare effect. The Light Emitting Diode (LED) display indicates the weighing result. The instrument operates on 230 Volts and 50 Hertz alternative current power supply.

Figure-1

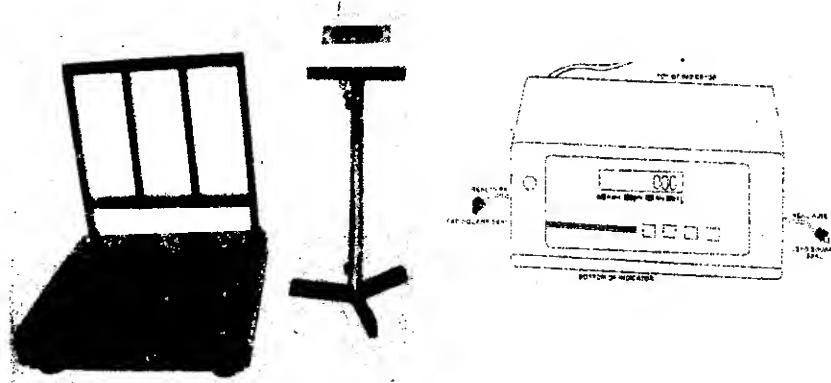


Figure-2 Schematic Diagram of sealing provision of the Model

Sealing is done on the right side/back side of the display by passing sealing wire from the body of the display. The seal is connected by whole in base plate & top cover of display, than seal wire is passed through these two holes attached with seal. A typical schematic diagram of sealing provision of the model is given above.

The instrument has external control to calibration. A dip switch has also been provided in A/D card/mother board to disable access to external calibration.

Further, in exercise of the powers conferred by sub-section (12) of section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity above 50 kg. and up to 5000 kg. with verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5g or more and with 'e' value 1×10^k , 2×10^k or 5×10^k , where k is a positive or negative whole number or equal to zero manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

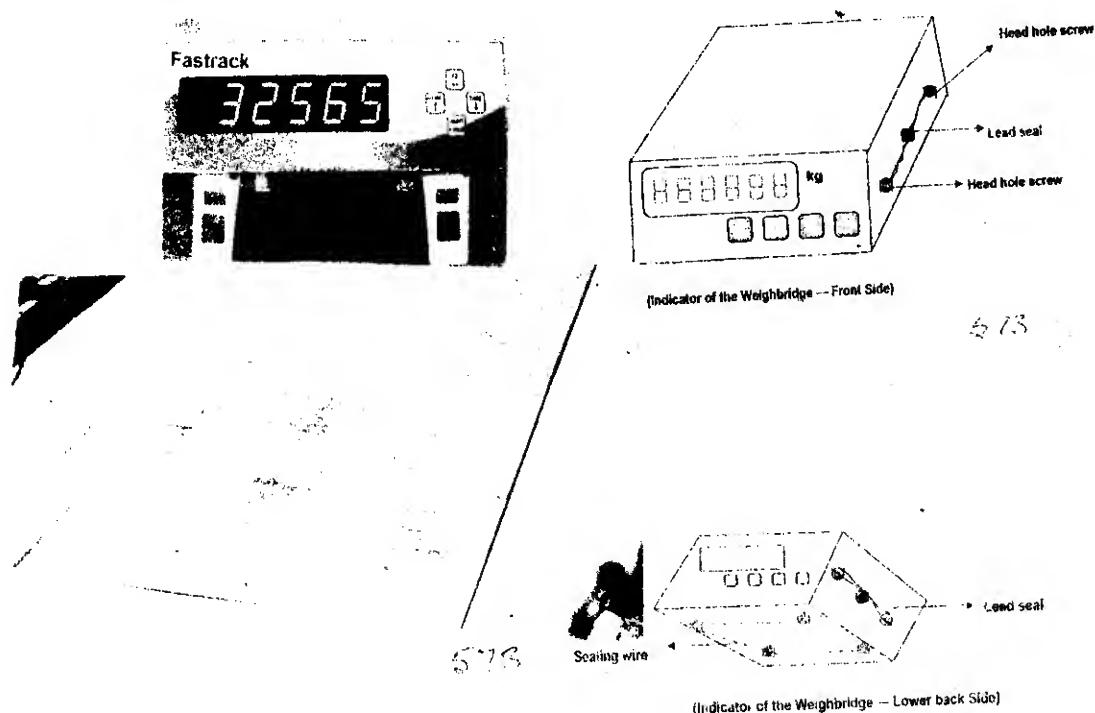
[F. No. WM-21(159)/2010]
B. N. DIXIT, Director of Legal Metrology

नई दिल्ली, 31 जनवरी, 2011

का.आ. 573.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बाट की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स विक्सेरिंग इंजीनियरिंग वर्क्स, इंडस्ट्रियल एरिया, पटनावा, रामनगर, चन्दौली-जिला, उत्तर प्रदेश द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता -III) वाले “वीईडब्ल्यू” शृंखला के अंकक सूचन सहित अस्वचालित तोलन उपकरण (इलैक्ट्रोनिक वेब्रिज) के मॉडल का, जिसके ब्रांड का नाम “फास्ट्रैक” है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/10/313 समनुदेशित किया गया है, अनुमोदन प्रमाण पत्र जारी करती है।

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण (इलैक्ट्रोनिक वेब्रिज) है। इसकी अधिकतम क्षमता 50 टन और न्यूनतम क्षमता 100 कि. ग्रा. है। सत्यापन मापमान अंतराल (ई)5 कि. ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोल परिणाम उपर्युक्त करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।



आकृति -2 मॉडल को सीलिंग करने का योजनाबद्ध डायग्राम

स्केल की छड़ी के छेदों में से सीलिंग बायर निकाल कर सीलिंग की जाती है। मॉडल को सीलबन्द करने के उपबंध का एक प्रसूपी योजनाबद्ध डायग्राम ऊपर दिया गया है।

बाहरी केलिब्रेशन तक पहुंच को रोकने के लिए ए/डी कार्ड/मदर बोर्ड में डिप स्विच भी दिया गया है।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 5 ग्रा. या उससे अधिक के “ई” मान के लिए 500 से 10,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) सहित 5 टन से 200 टन तक की अधिकतम क्षमता वाले हैं और “ई” मान 1×10^4 , 2×10^4 या 5×10^4 , के हैं, जो घनात्मक या ऋणात्मक पूर्णीक शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21(180)/2010]

बी. एन. दीक्षित, निदेशक, विधिक माप विज्ञान

New Delhi, the 31st January, 2011

S.O. 573.—Whereas the Central Government, after considering the report submitted to it by prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic weighing instrument (Electronic Weighbridge) with digital indication of Medium Accuracy (Accuracy class-III) of series "VEW" and with brand name "FASTRACK" (hereinafter referred to as the said Model), manufactured by M/s Victorious Engineering Works, Industrial Area Patanwa, Ramnagar, Chandauli-Distt. U.P. and which is assigned the approval mark IND/09/10/313;

The said model is a strain gauge type load cell based non-automatic weighing instrument (Electronic Weighbridge) with a maximum capacity of 50 tonne and minimum capacity of 100kg. The verification scale interval (e) is 5kg. It has a tare device with a 100 percent subtractive retained tare effect. The Light Emitting Diode (LED) display indicates the weighing result. The instrument operates on 230 Volts and 50 Hertz alternative current power supply.

Figure-1

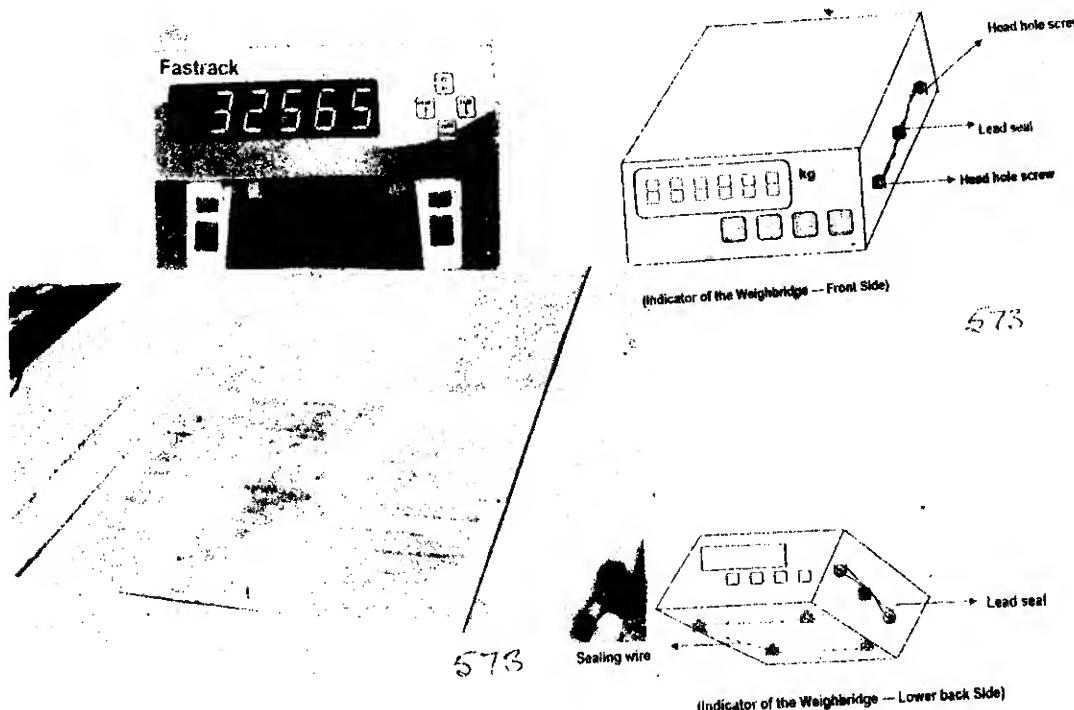


Figure-2 Schematic Diagram of sealing provision of the Model

Sealing is done by passing the sealing wire from the body of the indicator through holes. A typical schematic diagram of sealing provision of the model is given above.

A dip switch has also been provided in A/D card/mother board to disable access to external calibration.

Further, in exercise of the powers conferred by sub-section (12) of section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instrument of similar make, accuracy and performance of same series with maximum capacity above 5 tonne and up to 200 tonne with verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5g. or above and with 'e' value 1×10^k , 2×10^k or 5×10^k , where k is a positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F. No. WM-21/(180)/2010]

B. N. DIXIT, Director of Legal Metrology

भारतीय मानक व्यूरो

नई दिल्ली, 21 जनवरी, 2011

का.आ. 574.—भारतीय मानक व्यूरो नियम 1987 के नियम 7 के उपनियम (1) के खंड (ख) के अनुसरण में भारतीय मानक व्यूरो एतद्वारा अधिसूचित करता है कि नीचे अनुसूची में दिए गए मानक (को) में संशोधन किया गया/किये गये हैं :—

अनुसूची

क्रम संख्या	संशोधित भारतीय मानक (कों) की संख्या वर्ष और शीर्षक	संशोधन की संख्या और तिथि	संशोधन लागू होने की तिथि
(1)	(2)	(3)	(4)
1.	अई एस 12177:1987 की संशोधन संख्या 1	1, दिसम्बर 2010	31-12-2010
2.	आई एस 12958:1990 की संशोधन संख्या 1	1, दिसम्बर 2010	31-12-2010

इन भारतीय संशोधनों की प्रतियाँ भारतीय मानक व्यूरो, मानक भवन, 9, बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों: नई दिल्ली, कोलकाता, चंडीगढ़, चेन्नई, मुम्बई, तथा शाखा कार्यालयों: अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पूणे तथा तिरुवनंतपुरम में बिक्री हेतु उपलब्ध हैं।

[संदर्भ : ईटी 03/टी-16, टी,-28]

आर. के. त्रेहन, वैज्ञानिक 'ई' एवं प्रमुख (विद्युत तकनीकी)

BUREAU OF INDIAN STANDARDS

New Delhi, the 21st January, 2011

S.O. 574.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that amendments to the Indian Standards, particulars of which are given in the Schedule hereto annexed have been issued:—

SCHEDULE

Sl. No.	No. & Year of the Indian Standards	No. & year of the Amendment	Date from which the Amendment shall have effect
(1)	(2)	(3)	(4)
1.	IS 12177: 1987 Methods of Tests for Oxidative Ageing of Electrical Insulating Petroleum Oils by Open Beaker Method	1, December 2010	31-12-2010
2.	IS 12958: 1990 Oxidation Stability of Inhibited Mineral Insulating Oil by Rotating Bomb Method of Test	1, December 2010	31-12-2010

Copy of this Amendment is available with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi-110002 and Regional offices : New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch offices: Ahmedabad, Bangalore, Bhopal, Bhubaneshwar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune and Thiruvananthapuram.

[Ref: ET 03/T-16, T-28]

R. K. TREHAN, Scientist 'E' & Head (Electro Technical)

नई दिल्ली, 9 फरवरी, 2011

का.आ. 575.—भारतीय मानक ब्यूरो नियम 1987 के नियम 7 के उपनियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन भारतीय मानकों के विवरण नीचे अनुसूची में दिए गए हैं वे स्थापित हो गए हैं :—

अनुसूची

क्रम संख्या	स्थापित भारतीय मानक (कों) की संख्या, वर्ष और शीर्षक	नये भारतीय मानक द्वारा अतिक्रमित भारतीय मानक अथवा मानकों, यदि कोई हो, की संख्या और वर्ष	स्थापित तिथि
(1)	(2)	(3)	(4)
1.	आई एस 15890: 2010 लकड़ी के लिए सौर शुष्कन भट्टी के डिजाइन, संस्थापन और परीक्षण - मार्गदर्शक	—	28 फरवरी, 2010

इस भारतीय मानक की प्रतियों भारतीय मानक ब्यूरो, मानक भवन, 9, बहादुर शाह जफर मार्ग, नई दिल्ली-110 002, क्षेत्रीय कार्यालयों : नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पूणे तथा तिरुवनन्तपुरम में बिक्री हेतु उपलब्ध हैं।

तिथि : 9-2-2011

[संदर्भ : सीईडी/राजपत्र]

ए. क. सैनी, वैज्ञानिक 'एफ' एवं प्रमुख (सिविल इंजीनियरी)

New Delhi, the 9th February, 2011

S.O. 575.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the Indian Standards, particulars of which are given in the Schedule hereto annexed have been established on the date indicated against each :—

SCHEDULE

Sl.No.	No. & Year of the Indian Standards Established	No. & year of Indian Standards if any, Superseded by the New Indian Standard	Date of Established
(1)	(2)	(3)	(4)
1.	IS 15890 : 2010 Design, Installation and Testing of Solar Timber Seasoning Kiln Guidelines	—	28 February, 2010

Copy of this Standard is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi- 110 002 and Regional Offices : New Dehi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices: Ahmedabad, Bangalore, Bhopal, Bhubaneshwar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[Ref: CED/Gazette]

A. K. SAINI, Sc 'F' & Head (Civil Engg.)

नई दिल्ली, 10 फरवरी, 2011

का.आ. 576.—भारतीय मानक व्यूरो नियम, 1987 के नियम 7 के उपनियम (1) के खंड (ख) के अनुसरण में भारतीय मानक व्यूरो एतद्वारा अधिसूचित करता है कि नीचे अनुसूची में दिये गये मानक (कों) में संशोधन किया गया/किये गये हैं :—

अनुसूची

क्रम संख्या	संशोधित भारतीय मानक की संख्या और वर्ष	संशोधन की संख्या और तिथि	संशोधन लागू होने की तिथि
(1)	(2)	(3)	(4)
1.	आई एस 4984: 1995	6 जनवरी, 2011	7-2-2011
2.	आई एस 15778: 2007	1 जनवरी, 2011	7-2-2011

इन संशोधनों की प्रतियाँ भारतीय मानक व्यूरो, मानक भवन, 9, बहादुर शाह जफर मार्ग, नई दिल्ली- 110 002, क्षेत्रीय कार्यालयों: नई दिल्ली, कोलकाता, चंडीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों: अहमदाबाद, बंगलौर, भोपाल, भुबनेश्वर, कोइम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पूणे तथा तिरुवनन्तपुरम में बिक्री हेतु उपलब्ध हैं।

[संदर्भ : सीईडी/राजपत्र]

ए. के. सैनी, वैज्ञानिक 'एफ' एवं प्रमुख (सिक्किल इंजीनियर)

New Delhi, the 10th February, 2011

S.O. 576.—In pursuance of clause (b) of sub-rule (1) of Rules 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that amendments to the Indian Standards, particulars of which are given in the Schedule hereto annexed have been issued :—

SCHEDULE

Sl.No.	No. & Year of the Indian Standards	No. & year of the amendment	Date from which the amendment shall have effect
(1)	(2)	(3)	(4)
1.	IS 4984: 1995	6 January, 2011	7 February, 2011
2.	IS 15778: 2007	1 January, 2011	7 February, 2011

Copy of these amendments are available for sale with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi- 110 002 and Regional Offices: New Delhi, Kolkata Chandigarh, Chennai, Mumbai and also Branch Offices: Ahmedabad, Bangalore, Bhopal, Bhubaneshwar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Triruvananthapuram.

[Ref.CED/Gazette]

A. K. SAINI, Sc'F' & Head (Civil Engg.)

नई दिल्ली, 11 फरवरी, 2011

का.आ. 577.—भारतीय मानक व्यूरो नियम, 1987 के नियम 7 के उपनियम (1) के खंड (ख) के अनुसरण में भारतीय मानक व्यूरो एतद्वारा अधिसूचित करता है कि जिन भारतीय मानकों के विवरण नीचे अनुसूची में दिए गए हैं वे स्थापित हो गए हैं :—

अनुसूची

क्रम सं.	स्थापित भारतीय मानक(कों) की संख्या वर्ष और शीर्षक	नये भारतीय मानक द्वारा अतिक्रमित भारतीय मानक अथवा मानकों, यदि कोई हो, की संख्या और वर्ष	स्थापित तिथि
(1)	(2)	(3)	(4)
1.	आई एस 1879 : 2010 - धातवध्या ढलवां लोहा पाइप फिटिंग - विशिष्टि (तीसरा पुनरीक्षण)	आई एस 1879 : 1987	1 मार्च 2011

इस भारतीय मानक की प्रतियाँ भारतीय मानक व्यूरो, मानक भवन, 9, बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों : नई दिल्ली, कोलकाता, चंडीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पूणे तथा तिरुवनन्तपुरम में बिक्री हेतु उपलब्ध हैं।

[संदर्भ : एमटीडी 6/टी-1]
पी. घोष, वैज्ञानिक 'एफ' एवं प्रमुख (एमटीडी)

New Delhi, the 11th February, 2011

S.O. 577.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the Indian Standards, particulars of which are given in the Schedule hereto annexed have been established on the date indicated against each :—

SCHEDULE

Sl.No.	No. & Year of the Indian Standards Established	No. & Year of Indian Standards, if any, Superseded by the New Indian Standard	Date of Established
(1)	(2)	(3)	(4)
1.	IS 1879 : 2010 malleable cast iron pipe fittings - Specification (third revision)	IS 1879 : 1987	1 March, 2011

Copy of this Standard is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi- 110002 and Regional Offices : New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneshwar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[Ref : MTD 6/T-1]

P. GHOSH, Scientist 'F' & Head (MTD)

नई दिल्ली, 14 फरवरी, 2011

का.आ. 578.—भारतीय मानक व्यूरो नियम, 1987 के नियम 7 के उपनियम (1) के खंड (ख) के अनुसरण में भारतीय मानक व्यूरो एतद्वारा अधिसूचित करता है कि जिन भारतीय मानकों के विवरण नीचे अनुसूची में दिए गए हैं वे स्थापित हो गए हैं :—

अनुसूची

क्रम	स्थापित भारतीय मानक(कों) की संख्या	नये भारतीय मानक द्वारा अतिक्रमित	स्थापित तिथि
सं.	वर्ष और शीर्षक	भारतीय मानक अथवा मानकों, यदि कोई हो, की संख्या और वर्ष	
(1)	(2)	(3)	(4)
1.	आई एस 6047 : 2009 बर्तनों की सफाई के लिए अभिमार्जन उत्पाद - विशिष्टि (पहला पुनरीक्षण)	-	1 मार्च 2011

इस भारतीय मानक की प्रतियाँ भारतीय मानक ब्यूरो, मानक भवन, 9, बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों : नई दिल्ली, कोलकाता, चंडीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, यजपुर, कानपुर, नागपुर, पटना, पूर्णे तथा तिरुवनन्तपुरम में बिक्री हेतु उपलब्ध हैं।

[संदर्भ : सीएचडी 25/आईएस 6047 : 2009]
ई. देवेन्द्र, वैज्ञानिक एफ एवं प्रमुख (रसायन)

New Delhi, the 14th February, 2011

S.O. 578.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the Indian Standards, particulars of which are given in the Schedule hereto annexed have been established on the date indicated against each :

SCHEDULE

Sl.No.	No. & Year of the Indian Standard Established	No. & Year of Indian Standards if any, Superseded by the New Indian Standard	Date of Established
(1)	(2)	(3)	(4)
1.	IS 6047: 2009 Scouring Products for Utensil Cleaning - Specification (First Revision)	—	1 March, 2011

Copy of this Standard is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi- 110002 and Regional Offices : New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneshwar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[Ref: CHD 25/IS 6047 : 2009]

E. DEVENDAR, Scientist F & Head (Chemical)

नई दिल्ली, 15 फरवरी, 2011

का.आ. 579.—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उपनियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन भारतीय मानकों के विवरण नीचे अनुसूची में दिए गए हैं वे स्थापित हो गए हैं :-

अनुसूची

क्रम	स्थापित भारतीय मानक(कों) की संख्या	नये भारतीय मानक द्वारा अतिक्रमित	स्थापित तिथि
सं.	वर्ष और शीर्षक	भारतीय मानक अथवा मानकों, यदि कोई हो, की संख्या और वर्ष	
(1)	(2)	(3)	(4)
1.	आई एस 12832 : 2010 स्वचल वाहन - भीतरी शोर - मापन पद्धति एवं अपेक्षाएँ (पहला पुनरीक्षण)	12832 : 1989	30 सितम्बर 2010

इस भारतीय मानक की प्रतियाँ भारतीय मानक ब्यूरो, मानक भवन, 9, बहादुर शाह जफर मार्ग, नई दिल्ली-110002, द्वितीय कार्यालयः : नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयः : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पूणे तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं।

[संदर्भ : टी ई डी/जी-16]

टी. वी. सिंह, वैज्ञानिक एफ एवं प्रमुख (टी ई डी)

New Delhi, the 15th February, 2011

S.O. 579.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the Indian Standards, particulars of which are given in the Schedule hereto annexed have been established on the date indicated against each ::

SCHEDULE

Sl.No.	No. Year & title of the Indian Standards Established	No. & Year of Indian Standards, if any, Superseded by the New Indian Standard	Date of Established
(1)	(2)	(3)	(4)
1.	IS 12832 : 2010 Automotive vehicles - interior noise Method of measurement and requirements (first revision)	12832 : 1989	30 Sept. 2010

Copy of this Standard is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi- 110002 and Regional Offices : New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneshwar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[Ref: TED/G-16]

T. V. SINGH, Scientist F & Head (Transport Engg.)

कोयला मंत्रालय

आदेश

नई दिल्ली, 18 फरवरी, 2011

का.आ. 580.—कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 9 की उप-धारा (1) के अधीन जारी भारत सरकार के कोयला मंत्रालय की अधिसूचना संख्यांक का. आ. 2414 तारीख 28 अगस्त, 2009 के भारत के राजपत्र, भा.ग-II, खण्ड-3, उप-खण्ड (ii) तारीख 5 सितम्बर, 2009 में प्रकाशित होने पर, उक्त अधिसूचना से संलग्न अनुसूची में वर्णित भूमि और भूमि में या उस पर के सभी अधिकार (जिसे इसमें इसके पश्चात् उक्त भूमि कहा गया है) उक्त अधिनियम की धारा 10 की उप-धारा (1) के अधीन, सभी विलांगमों से मुक्त होकर, आत्मतिक रूप से केन्द्रीय सरकार में निहित हो गए थे;

और केन्द्रीय सरकार का यह समाधान हो गया है कि महानदी कोलफील्ड्स लिमिटेड, आई.बी. ब्लाक XIII, (तालाबीरा-II), तालाबीरा क्षेत्र, जिला-सम्पलपुर, उड़ीसा (जिसे इसमें इसके पश्चात् सरकारी कंपनी कहा गया है) ऐसे निबंधनों और शर्तों का जो केन्द्रीय सरकार इसे निर्मित अधिरोपित करना उचित समझे, अनुपालन करने के लिए तैयार है ;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 11 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निदेश देती है कि उक्त भूमि और इस प्रकार निहित उक्त भूमि में या उस पर के सभी अधिकार, तारीख 5 सितम्बर, 2009 से केन्द्रीय सरकार में इस प्रकार निहित बने रहने की बजाए, निम्नलिखित निबंधनों और शर्तों के अधीन रहते हुए, उक्त सरकारी कंपनी में निहित हो जाएंगे, अर्थात् :-

1. सरकारी कंपनी, उक्त अधिनियम के उपबंधों के अधीन यथा अवधारित प्रतिकर, ब्याज, नुकसान और वैसी ही मदों की बाबत किए गये सभी संदायों की केन्द्रीय सरकार को प्रतिपूर्ति करेगी ;

2. सरकारी कम्पनी द्वारा शर्त (1) के अधीन, केन्द्रीय सरकार को संदेय रकमों का अवधारण करने के प्रयोजन के लिए उक्त अधिनियम की धारा 14 के अधीन एक अधिकरण का गठन किया जाएगा तथा ऐसे किसी अधिकरण और ऐसे अधिकरण की सहायता करने के

लिए नियुक्त व्यक्तियों के संबंधों में उपगत सभी व्यय, सरकारी कंपनी द्वारा वहन किये जायेंगे और इसी प्रकार निहित उक्त भूमि में या उस पर के अधिकार के लिए या उसके संबंध में जैसे अपील आदि सभी विधिक कार्यवाहियों की बाबत उपगत, सभी व्यय भी, इसी प्रकार सरकारी कंपनी द्वारा वहन किये जाएंगे ;

3. सरकारी कंपनी, केन्द्रीय सरकार या उसके पदधारियों की, ऐसे किसी अन्य व्यय के संबंध में क्षतिपूर्ति करेगी, जो इस प्रकार निहित उक्त भूमि में उस पर के अधिकारों के बारे में, केन्द्रीय सरकार या उसके पदधारियों द्वारा या उनके विरुद्ध किन्हीं कार्यवाहियों के संबंध में आवश्यक हो;

4. सरकारी कंपनी को, केन्द्रीय सरकार के पूर्व अनुमोदन के बिना, उक्त भूमि के सभी अधिकारों को किसी अन्य व्यक्तियों को अंतरित करने की शक्ति नहीं होगी ; और

5. सरकारी कंपनी, ऐसे निदेशों और शर्तों का, जो केन्द्रीय सरकार द्वारा, जब कभी आवश्यक हो, उक्त भूमि के विशिष्ट क्षेत्रों के लिए दिए जाएं या अधिरेपित किए जाएं, पालन करेगी ।

[फा. सं.-43015/2/2007-पीआरआईडब्ल्यू-I]

एस. सी. भट्टा, निदेशक

MINISTRY OF COAL

ORDER

New Delhi, the 18th February, 2011

S.O. 580.—Whereas on the publication of the notification of the Government of India in the Ministry of Coal, number S.O. 2414 dated the 28th August, 2009 published in the Gazette of India, Part - II Section 3, Sub-section (ii), dated the 5th September, 2009 issued under Sub- section (1) of Section 9 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957) (hereinafter referred to as the said Act), the land and all rights in or over the land described in the Schedule appended to the said notification (hereinafter referred to as the said land) vested absolutely in the Central Government free from all encumbrances under sub-section (1) of Section 10 of the said Act;

And, whereas, the Central Government is satisfied that the Mahanadi Coalfields Limited, IB Block XIII (Talabira-II), Talabira Area, District- Sambalpur, Orissa (hereinafter referred to as the Government Company) is willing to comply with such terms and conditions as the Central Government thinks fit to impose in this behalf;

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 11 of the said Act, the Central Government hereby direct, that the said land and all rights in or over the said land so vested shall, with effect from the 5th September, 2009, instead of continuing to so vest in the Central Government, shall vest in the Government Company, subject to the following terms and conditions, namely :-

1. The Government Company shall reimburse to the Central Government all payments made in respect of compensation, interest, damages and the like, as determined under the provisions of the said Act;

2. A Tribunal shall be constituted under Section 14 of the said Act, for the purpose of determining the amounts payable to the Central Government by the Government Company under conditions (1), and all expenditure incurred in connection with any such tribunal and persons appointed to assist the tribunal shall be borne by the Government Company and similarly, all expenditure incurred in respect of all legal proceedings like appeals, etc., for or in connection with the rights, in or over the said land, so vested, shall also be borne by the Government Company;

3. The Government Company shall indemnify the Central Government or its officials against any other expenditure that may be necessary in connection with any proceedings by or against the Central Government or its officials, regarding the rights in or over the said land so vested.

4. The Government Company shall have no power to transfer the said lands to any other persons without the prior approval of the Central Government; and

5. The Government Company shall abide by such directions and conditions as may be given or imposed by the Central Government for particular areas of the said land, as and when necessary.

[F. No. 43015/2/2007-PRIW-I]

S. C. BHATIA, Director

नई दिल्ली, 18 फरवरी, 2011

का.आ. 581.—केन्द्रीय सरकार, कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 7 की उप-धारा (1) के अन्तर्वान जारी की गई, भारत सरकार के कोयला मंत्रालय की अधिसूचना संख्यांक का.आ. 1238 तारीख 5 मई, 2010 जो भारत के राजस्व भूमि-II, उण्ड-3, उप-खण्ड (ii) तारीख 15 मई 2010, में प्रकाशित की गई थी, द्वारा उस अधिसूचना से संलग्न अनुसूची में विनियोग क्षेत्र की भूमि का अर्जन करने के अपने आशय की सूचना दी गई थी;

और सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 8 के अनुसरण में केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है;

और केन्द्रीय सरकार का पूर्वोक्त रिपोर्ट-प्रस्तुति भूमि करने के पश्चात् और मध्य प्रदेश सरकार से परामर्श करने के पश्चात् यह समाधान हो गया है कि इससे संलग्न अनुसूची में वर्णित 207.00 हेक्टेयर (लगभग) या 511.50 एकड़ (लगभग) माप वाली भूमि उस पर के सभी अधिकार अर्जित किए जाने चाहिए;

अतः, अब, केन्द्रीय सरकार, कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 की धारा 9 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि इससे संलग्न अनुसूची में वर्णित 207.00 हेक्टेयर (लगभग) या 511.50 एकड़ (लगभग) माप वाली भूमि व भूमि पर के सभी अधिकार अर्जित किए जाते हैं।

इस अधिसूचना के अधीन आने वाले क्षेत्र के रेखांक संख्या एनसीएल/मुख्यालय/राजस्व/2010/64 तारीख 9 दिसम्बर, 2010 का निरीक्षण कलेक्टर, सिंगरौली मध्य प्रदेश के कार्यालय में या कोयला नियंत्रक 1, कांठिल्लहाड़ स्ट्रीट, कोलकाता (पिन 700 001) के कार्यालय में या नार्दन कोलफील्ड्स लिमिटेड, राजस्व अनुभाग, सिंगरौली, मध्य प्रदेश-486889 के कार्यालय में किया जा सकता है।

अनुसूची

मुख्यालय व्लाक विस्तार-II (कोल माईनिंग व्लाक)

नार्दन कोलफील्ड्स लिमिटेड, सिंगरौली,

मध्य-सिंगरौली (मध्य प्रदेश)

(रेखांक संख्या एनसीएल/मुख्यालय/राजस्व/2010/64 तारीख 9 दिसम्बर, 2010)

सभी अधिकार :

क्रम सं.	मौजा/ग्राम का नाम	थाना का नाम	ग्राम संख्यांक	तहसील	ज़िला	क्षेत्रफल (हेक्टर में)	क्षेत्रफल (एकड़ में)	टिप्पणी
1.	मेढ़ौली	मोरवा	131	सिंगरौली	सिंगरौली	87.001	214.98	भाग
2.	पंजरेह (पिजरेह)	मोरवा	140	सिंगरौली	सिंगरौली	81.999	202.62	भाग
3.	चटका	मोरवा	135	सिंगरौली	सिंगरौली	35.006	86.50	भाग
4.	झिंगुरदा	मोरवा	137	सिंगरौली	सिंगरौली	2.994	7.40	भाग
कुल क्षेत्र						207.00	511.50	
(लगभग)							(लगभग)	

1. ग्राम मेढ़ौली में अर्जित प्लाट संख्यांक :-402(भाग), 403, 404, 405(भाग), 410(भाग), 411(भाग), 412(भाग), 513(भाग), 514(भाग), 522(भाग), 523(भाग), और 414/603(भाग)

2. ग्राम पंजरेह (पिजरेह) में अर्जित प्लाट संख्यांक :-172(भाग), 186(भाग), 188(भाग), 189(भाग), 190(भाग), 193(भाग), 194(भाग), 195, 196, 197, 198, 198/1(भाग), 198/2, 198/3, 198/4, 199 और 200

3. ग्राम चटका में अर्जित प्लाट संख्यांक :-53(भाग), 54(भाग), 55(भाग), 56(भाग), 58(भाग) और 53/59(भाग),

4. ग्राम झिंगुरदा में अर्जित प्लाट संख्यांक :-403(भाग) और 404(भाग)

सीमा वर्णन :-

क-ख रेखा बिन्दु "क" से आरंभ होती है और ग्राम मेढ़ौली के प्लाट संख्यांक 410, 411 से होकर जाती है और जयन्त व्लाक विस्तार (सब व्लाक-V) की पूर्व अर्जित सीमा पर से होकर गुजरती है तथा प्लाट संख्या 411 और 406 की सम्मिलित सीमा के बिन्दु "ख" पर मिलती है।

ख-ग रेखा बिन्दु "ख" से आरंभ होती है और ग्राम मेडौली के प्लाट संख्यांक 411 और 406 की सम्प्रिलित सीमा, प्लाट संख्यांक 404 और 405 की सम्प्रिलित सीमा और दुधीचुआ ब्लाक विस्तार की पूर्व अर्जित सीमा पर से होकर गुजरती है तथा बिन्दु "ग" पर मिलती है।

ग-घ रेखा बिन्दु "ग" से आरंभ होती है और ग्राम मेडौली के प्लाट संख्यांक 405, 513, 523 और 522 से होकर जाती है और दुधीचुआ ब्लाक विस्तार की पूर्व अर्जित सीमा पर से होकर गुजरती है तथा बिन्दु "घ" पर मिलती है।

घ-ड रेखा बिन्दु "घ" से आरंभ होती है और ग्राम मेडौली के प्लाट संख्यांक 522, 513 और 514 से होकर जाती है और दुधीचुआ ब्लाक-I की पूर्व अर्जित सीमा पर से होकर गुजरती है तथा ग्राम मेडौली और ग्राम पंजरेह (पिजरेह) की सम्प्रिलित सीमा के बिन्दु "ड" पर मिलती है।

ड-च रेखा बिन्दु "ड" से आरंभ होती है और ग्राम मेडौली और ग्राम पंजरेह (पिजरेह) मेडौली-चटका, करवारी-चटका और करवारी-झिगुरदा की सम्प्रिलित सीमा पर से होकर जाती है और दुधीचुआ ब्लाक-I की पूर्व अर्जित (उपरेक्त वर्णित सम्प्रिलित ग्राम सीमा और अर्जित खाने जीमा बिन्दु "ड" और "च" के बीच वही है) सीमा पर से होकर गुजरती है तथा बिन्दु "च" पर मिलती है।

च-छ रेखा बिन्दु "च" से आरंभ होती है और ग्राम झिगुरदा के प्लाट संख्यांक 404 एवं 403 से होकर जाती है तथा ग्राम चटका के प्लाट संख्यांक 58 से होकर गुजरती है तथा बिन्दु "छ" पर मिलती है।

छ-ज रेखा बिन्दु "छ" से आरंभ होती है और ग्राम चटका के प्लाट संख्यांक 58, 55, 56, 54, 53, 53/59 से होकर और ग्राम पंजरेह (पिजरेह) के प्लाट संख्यांक 186, 198/1 से होकर गुजरती है तथा प्लाट संख्यांक 198/1 और 188 की सम्प्रिलित सीमा के बिन्दु "ज" पर मिलती है।

ज-झ रेखा बिन्दु "ज" से आरंभ होती है और ग्राम पंजरेह (पिजरेह) के प्लाट संख्यांक 188, 189, 190 193 और 172 से होकर से होकर गुजरती है तथा बिन्दु "झ" पर मिलती है।

झ-क रेखा बिन्दु "झ" से आरंभ होती है और ग्राम पंजरेह (पिजरेह) के प्लाट संख्यांक 172 और 194 से होकर तथा ग्राम मेडौली के प्लाट संख्यांक 402, 412, 414/603, पुनः 412 और 410 से होकर गुजरती है तथा आरम्भिक बिन्दु "क" पर मिलती है।

[फा. सं. 43015/15/2009-पीआरआईडब्ल्यू-I]

एस. सी. भाटिया, निदेशक

New Delhi, the 18th February, 2011

S.O. 581.—Whereas by the notification of the Government of India in the Ministry of Coal number S.O. 1238 dated the 5th May, 2010, issued under sub-section (1) of Section 7 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957), (hereinafter referred to as the said Act) and published in the Gazette of India, Part - II, Section- 3, Sub-section (ii), dated the 15th May, 2010, the Central Government gave notice of its intention to acquire 207.00 hectares (approximately) or 511.50 acres (approximately) lands and all rights in or over such land specified in the Schedule appended to that notification;

And, whereas, the competent authority in pursuance of Section 8 of the said Act has made his report to the Central Government;

And, whereas, the Central Government after considering the report aforesaid and after consulting the State Government of Madhya Pradesh, is satisfied that the lands measuring 207.00 hectares (approximately) or 511.50 acres (approximately) and all rights in or over such lands as described in the Schedule appended hereto should be acquired;

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 9 of the Coal Bearing Areas (Acquisition and Development) Act, 1957, the Central Government hereby declares that the land measuring 207.00 hectares (approximately) or 511.50 acres (approximately) and all rights in or over such lands as described in the Schedule are hereby acquired.

The plan bearing number NCL/HQ/REVENUE/2010/64 dated the 9th December 2010 of the area covered by this notification may be inspected in the office of the Collector Singrauli, Madhya Pradesh or at the office of the Coal Controller, I, Council House Street, Kolkata (Pin-700 001) or at the office of the Northern Coalfields Limited, Revenue Section, Singrauli, Madhya Pradesh-486889.

SCHEDULE

Dudhichua Block Extension -II (Coal Mining Block)
Northern Coalfields Limited, Singrauli,
District- Singrauli (Madhya Pradesh)

(Plan bearing number: NCL/HQ/REV/2010/64 dated the 9th December 2010)

All Rights:

S1. No	Name of Mouza/ Village	Name of Police Thana	Village Number	Name of Tehsil	Name of District	Area (in hectares)	Area (in acres)	Remarks
1.	Medhauli	Morwa	131	Singrauli	Singrauli	87.001	214.98	Part
2.	Panjreh (Pijreh)	Morwa	140	Singrauli	Singrauli	81.999	202.62	Part
3.	Chatka	Morwa	135	Singrauli	Singrauli	35.006	86.50	Part
4.	Jhingurda	Morwa	137	Singrauli	Singrauli	2.994	7.40	Part
Total Area:						207.00	511.50	
						(approximately)	(approximately)	

- (1) Plot Numbers acquired in village Medhauli : 402 (P), 403, 404, 405 (P), 410 (P), 411 (P), 412 (P), 513 (P), 514 (P), 522 (P), 523 (P), and 414/603 (P).
- (2) Plot Numbers acquired in village Panjreh(Pijreh) : 172 (P), 186 (P), 188 (P), 189 (P), 190 (P), 193 (P), 194 (P), 195, 196, 197,198, 198/1 (P), 198/2, 198/3, 198/4, 199 and 200.
- (3) Plot Numbers acquired in village Chatka : 53 (P), 54 (P), 55 (P), 56 (P), 58 (P) and 53/59 (P).
- (4) Plot Numbers acquired in village Jhingurda : 403 (P) and 404 (P).

Boundary Description :

- A-B The line starts from point "A" and passes through Plot Nos. 410, 411 of village Medhauli and passes over the previously acquired boundary of Jayant Block Extension (Sub Block-V) and meets on common plot boundary of Plot No. 411 and 406 at point "B".
- B-C Line starts from point "B" and passes through common plot boundary of plot Nos. 411 and 406 and common plot boundary of Plot Nos. 404 and 405 of village Medhauli and passes over the previously acquired boundary of Dudhichua Block Extension and meets at point "C".
- C-D Line starts from point "C" and passes through plot nos. 405, 513, 523 and 522 of village Medhauli and passes over the previously acquired boundary of Dudhichua Block extension and meets at point "D".
- D-E Line starts from point "D" and passes through plot nos. 522, 513 and 514, of village Medhauli and passes over the previously acquired boundary of Dudhichua Block-I and meets on common village boundary of village Medhauli-Panjreh (Pijreh) at point "E".
- E-F Line starts from point "E" and passes over common village boundaries of Medhauli-Panjreh (Pijreh), Medhauli-Chatka, Karwari - Chatka and Karwari - Jhingurda, and the same line passes over the previously acquired boundary of Dudhichua Block-I (the common village boundary of above mentioned and the acquired mine boundary are the same between point "E" and "F") and meets at point "F".
- F-G Line starts from point "F" and passes through plot nos. 404 and 403 of village Jhingurda and plot no. 58 of village Chatka and meets at point "G".
- G-H Line starts from point "G" and passes through plot nos, 58, 55, 56, 54, 53 and 53/59 of village Chatka and plot Nos. 186 and 198/1 of village Panjreh (Pijreh) and meets on common plot boundary of plot No. ,198/1 and 188 at point "H".
- H-I Line starts from point "H" and passes through plot Nos. 188,189,190, 193 and 172 of village Panjreh (Pijreh) and meets at point "I"

I-A Line starts from point "T" and passes through plot nos. 172 and 194 of village, Pajreh (Pijreh) and plot nos. 402, 412, 414/603 and again 412 and 410 of village Medhauri and meets at the starting point "A".

[F. No. 43015/15/2009-PRIW-I]
S. C. BHATIA, Director

नई दिल्ली, 18 फरवरी, 2011

का.आ. 582.—केन्द्रीय सरकार ने कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 7 की उप-धारा (1) के अधीन जारी भास्त सरकार के कोयला मंत्रालय की अधिसूचना संख्यांक का.आ. 1933, तारीख 3 अगस्त, 2010 जो भारत के राजपत्र, भाग-II, खण्ड-3, उप-खण्ड (ii), तारीख 7 अगस्त, 2010 में प्रकाशित की गई थी, उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट परिस्केत्र की भूमि और उस पर के सभी अधिकारों का अर्जन करने के अपने आशय की सूचना दी थी;

और सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 8 के अनुसरण में केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है;

और केन्द्रीय सरकार का पूर्वोक्त रिपोर्ट पर विचार करने के पश्चात् और छत्तीसगढ़ सरकार से परामर्श करने के पश्चात् समाधान हो गया है कि इससे संलग्न अनुसूची में वर्णित 45.996 हेक्टर (लगभग) या 113.66 एकड़ (लगभग) माप वाली भूमि के सभी अधिकार अर्जित किए जाने चाहिए;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 9 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि इससे संलग्न अनुसूची में वर्णित 45.996 हेक्टर (लगभग) या 113.66 एकड़ (लगभग) माप वाली भूमि के सभी अधिकार अर्जित किए जाते हैं।

इस अधिसूचना के अन्तर्गत आने वाले क्षेत्र के रेखांक संख्याक एसईसीएल/बीएसपी/जीएम(पीएलजी)/भूमि/392, तारीख 4 अक्टूबर, 2010 का निरीक्षण कलेक्टर, कोरबा (छत्तीसगढ़) के कार्यालय में या कोयला नियंत्रक, 1, कांडसिल हाउस स्ट्रीट, कोलकाता-700001 के कार्यालय में या साउथ ईस्टर्न कोलफील्ड्स लिमिटेड (राजस्व अनुभाग), सीपत राड, बिलासपुर-495006 (छत्तीसगढ़) के कार्यालय में किया जा सकता है।

अनुसूची

सरईपाली खुली खदान (पहला विस्तार) कोयला ब्लाक, कोरबा क्षेत्र,

जिला-कोरबा (छत्तीसगढ़)

[रेखांक संख्यांक एसईसीएल/बीएसपी/जीएम(पीएलजी)/भूमि/392, तारीख 4 अक्टूबर 2010]

सभी अधिकार :—

क्रम सं	ग्राम का नाम	पटवारी हल्का संख्यांक	ग्राम संख्यांक	तहसील	जिला	क्षेत्र (हेक्टर में)	टिप्पणियां
1.	बुडबुड	09	66	पाली	कोरबा	41.277	भाग
2.	राहाड़ीह	09	68	पाली	कोरबा	4.719	भाग

कुल :- 45.996 हेक्टर (लगभग) या 113.66 एकड़ (लगभग)

1. ग्राम बुडबुड (भाग) में अर्जित किए जाने वाले प्लाट संख्या :-1/3, 1/4, 2 से 4, 6, 7(भाग), 14 से 22, 23(भाग), 27/3(भाग), 139(भाग), 140/1(भाग), 140/2, 165 से 167, 169(भाग), 178(भाग), 179 से 196, 197(भाग), 198 से 247, 251(भाग), 259(भाग), 260(भाग), 261(भाग), 262 से 264, 265(भाग), 380 से 388, 511, 512, 518 से 522, 532 से 534, 535(भाग), 540(भाग), 617(भाग), 618 से 620, 621(भाग)।

2. ग्राम राहाड़ीह (भाग) में अर्जित किए जाने वाले प्लाट संख्या :-48(भाग), 49, 66, 67, 68(भाग), 73, 74, 75(भाग), 76(भाग), 77/2, 78(भाग), 79(भाग), 81(भाग), 95(भाग) 103/7।

सीमा वर्णन :-

ब्लाक - 1 :

क-ख रेखा, ग्राम बुडबुड में बिन्दु "क" से आरंभ होती है और उसी ग्राम के प्लाट संख्यांक 165, 166 के उत्तरी सीमा तथा 140/1, 139, 197, 621 से होकर प्लाट संख्यांक 619 की पूर्वी सीमा और 621, 617 से होती हुई प्लाट संख्यांक 230, 264 के भागतः पूर्वी सीमा से होकर बिन्दु "ख" पर मिलती है।

ख-क रेखा, ग्राम बुडबुड के प्लाट संख्यांक 264 के भागतः पूर्वी सीमा तथा 261, 265, 260, 259 से होकर फिर प्लाट संख्यांक 261 के भागतः दक्षिणी सीमा और 251 से गुजरती हुई फिर 247 के भागतः दक्षिणी सीमा तथा 251, 178 से होती हुई 180, 181, 182 के दक्षिणी सीमा और 169 से गुजरती हुई फिर 167 के दक्षिणी सीमा और 167, 165 के पश्चिमी सीमा से होती हुई आरंभिक बिन्दु "क" पर मिलती है।

ब्लाक - 2 :

ग-घ रेखा, ग्राम बुडबुड-हुकुपथरा की सम्प्रसित सीमा में बिन्दु "ग" से आरंभ होती है और ग्राम बुडबुड के प्लाट संख्यांक 4, 1/4, 1/3, के पश्चिमी, 1/3 के उत्तरी, 1/3, 3 के पूर्वी सीमा तथा 7 से होकर 15, 14 के पूर्वी सीमा और 27/3, 23 से गुजरती हुई प्लाट संख्यांक 384, 385, 388 के उत्तरी और पूर्वी 387, 386 के पूर्वी 386 के दक्षिणी सीमा से होती हुई बिन्दु "घ" पर मिलती है।

घ-ग रेखा, ग्राम बुडबुड-हुकुपथरा के भागतः सम्प्रसित सीमा से होती हुई जाती है और आरंभिक बिन्दु "ग" पर मिलती है।

ब्लाक - 3 :

ड-च रेखा, ग्राम बुडबुड-तालापार की सम्प्रसित सीमा में बिन्दु "ड" से आरंभ होती है और ग्राम बुडबुड के प्लाट संख्यांक 518, 519 के पश्चिमी, प्लाट संख्यांक 519 के उत्तरी, प्लाट संख्यांक 512 के भागतः दक्षिणी और पश्चिमी सीमा, प्लाट संख्यांक 511 के भागतः पश्चिमी और उत्तरी, प्लाट संख्यांक 512, 522, 521, 532 के उत्तरी और पूर्वी, प्लाट संख्यांक 532 के दक्षिणी, 534 के पूर्वी, प्लाट संख्यांक 535 के उत्तरी तथा प्लाट संख्यांक 540 के उत्तरी और पूर्वी सीमा से होती हुई ग्राम बुडबुड-राहाडीह के सम्प्रसित सीमा में बिन्दु "च" पर मिलती है।

च-ड रेखा, ग्राम बुडबुड के प्लाट संख्यांक 540, 535 से होकर जाती है फिर ग्राम बुडबुड-तालापार की भागतः सम्प्रसित सीमा से होती हुई आरंभिक बिन्दु "ड" पर मिलती है।

ब्लाक - 4 :

छ-ज रेखा, ग्राम बुडबुड में बिन्दु "छ" से आरंभ होती है और प्लाट संख्यांक 620 के उत्तरी और पूर्वी सीमा से होती हुई बिन्दु "ज" पर मिलती है।

ज-छ रेखा, ग्राम बुडबुड के प्लाट संख्या 620 के दक्षिणी और पश्चिमी सीमा से होती हुई जाती है और आरंभिक बिन्दु "छ" पर मिलती है।

ब्लाक - 5 :

झ-अ रेखा, ग्राम बुडबुड-राहाडीह की सम्प्रसित सीमा में बिन्दु "झ" से आरंभ होती है और ग्राम राहाडीह के प्लाट संख्यांक 49 के उत्तरी और पूर्वी प्लाट संख्यांक 48 की पूर्वी सीमा प्लाट संख्यांक 79, 78, 77/2, 81, 74, 66, 67, 68 की उत्तरी सीमा प्लाट संख्यांक 95, 103/7 के पश्चिमी, उत्तरी और पूर्वी सीमा से होती हुई बिन्दु "अ" पर मिलती है।

अ-झ रेखा, ग्राम राहाडीह के प्लाट संख्यांक 103/7 की दक्षिणी सीमा और प्लाट संख्यांक 95, 68 से होकर प्लाट संख्यांक 67 के दक्षिणी सीमा तथा 68 से होती हुई प्लाट संख्यांक 73 की दक्षिणी सीमा तथा 75, 76, 81 से गुजरती हुई 77/2 के दक्षिणी सीमा और 78, 79, 48 से होकर प्लाट संख्यांक 49 के दक्षिणी और पश्चिमी सीमा से होती हुई आरंभिक बिन्दु "झ" पर मिलती है।

[फा. सं. 43015/20/2009-पीआरआईडब्ल्यू-1]

एस. सी. भाटिया, निदेशक

New Delhi, the 18th February, 2011

S.O. 582.—Whereas by by the notification of the Government of India in the Ministry of Coal number S.O. 1933 dated the 3rd August, 2010 issued under sub-section (1) of Section 7 of the Coal Bearing Areas (Acquisition and Development)

Act, 1957 (20 of 1957) (hereinafter referred to as the said Act) and published in the Gazette of India, Part - II, Section 3, Sub-section (ii) dated the 7th August, 2010, the Central Government gave notice of its intention to acquire 45.996 hectares or 113.66 acres land as all rights in or over such land specified in the Schedule appended to that notification;

And whereas the competent authority in pursuance of Section 8 of the said Act has made his report to the Central Government;

And whereas, the Central Government after considering the aforesaid report and after consulting the Government of Chhattisgarh, is satisfied that the land measuring 45.996 hectares (approximately) or 113.66 acres (approximately) as all rights in or over such lands as described in Schedule appended hereto, should be acquired;

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 9 of the said Act, the Central Government hereby declares that the land measuring 45.996 hectares (approximately) or 113.66 acres (approximately) as all rights in or over such land as described in Schedule are hereby acquired.

The Plan bearing number SECL/BSP/GM(PLG)/LAND/392, dated the 4th October, 2010 of the area covered by this notification may be inspected at the Office of the Collector, Korba (Chhattisgarh) or at the office of the Coal Controller, 1, Council House Street, Kolkata-700001 or at the Office of the South Eastern Coalfield Limited (Revenue Section), Seepat Road, Bilaspur-495006 (Chhattisgarh).

SCHEDULE

Saraipali OC (1st Extension) Coal Block, Korba Area District- Korba (Chhattisgarh)

(Plan bearing number SECL/BSP/GM(PLG)/LAND/392, dated the 4th October, 2010)

All Rights:

S1. No.	Name of village	Patwari halka number	Village number	Tahsil	District	Area in hectares	Remarks
1.	Budbud	09	66	Pali	Korba	41.277	Part
2.	Rahadiah	09	68	Pali	Korba	4.719	Part

**Total :- 45.996 hectares (approximately)
or 113.66 acres (approximately)**

1. Plot numbers to be acquired in village Budbud (Part) : 1/3, 1/4, 2 to 4, 6, 7(P), 14 to 22, 23(P), 27/3(P), 139(P), 140/1(P), 140/2, 165 to 167, 169(P), 178(P), 179 to 196, 197(P), 198 to 247, 251 (P), 259(P), 260(P), 261 (P), 262 to 264, 265(P), 380 to 388, 511, 512, 518 to 522, 532 to 534, 535(P), 540(P), 617(P), 618 to 620, 621 (P).
2. Plot numbers to be acquired in village Rahadiah (Part) : 48(P), 49, 66, 67, 68(P), 73, 74, 75(P), 76(P), 77/2, 78(P), 79(P), 81(P), 95(P), 103/7.

Boundary Description :

Block- 1 :

A-B Line starts from point "A" in village Budbud and passes along the northern boundary of plot number 165, 166, through 140/1, 139, 197, 621, eastern boundary of plot number 619, through 621, 617, partly eastern boundary of plot number 230, 264 and meets at point "B".

B-A Line passes in village Budbud along partly eastern boundary of plot number 264, through 261, 265, 260, 259, then along partly southern boundary of plot number 261, through 251, then along partly southern boundary of plot number 247, through 251, 178, along southern boundary of plot number 180, 181, 182, through plot number 169, then along southern boundary of plot number 167, western boundary of plot number 167, 165 and meets at starting point "A".

Block- 2 :

C-D Line starts from point "C" on the common boundary of villages Budbud -Dhukupathara and passes in village Budbud along western boundary of plot number 4, 1/4, 1/3, northern boundary of plot number 1/3, eastern

boundary of plot number 1/3, 3, through 7, eastern boundary of plot number 15, 14, through 27/3, 23, northern and eastern boundary of plot number 384, 385, 388, eastern boundary of plot number 387, 386, southern boundary of plot number 386 and meets at point "D".

D-C Line passes along the partly common boundary of villages Budbud - Dhukupathara and meets at starting point 'C'.

Block- 3 :

E-F Line starts from point "E" on the common boundary of villages Budbud-Talapar and passes in village Budbud along western boundary of plot number 518, 519 northern boundary of plot number 519, partly southern and western boundary of plot number 512, partly western and northern boundary of plot number 511, northern and eastern boundary of plot number 512, 522, 521, 532, southern boundary of plot number 532, eastern boundary of plot number 534, northern boundary of plot number 535, northern and eastern boundary of plot number 540 and meets at point "F" on the common boundary of villages Budbud-Rahadih.

F-E Line passes in village Budbud through plot number 540, 535 then along partly common boundary of villages Budbud-Talapar and meets at starting point "E".

Block-4 :

G-H Line starts from point "G" in village Budbud and passes along northern and eastern boundary of plot number 620 and meets at point "H".

H-G Line passes in village Budbud along southern and western boundary of plot number 620 and meets at starting point "G".

Block - 5 :

I-J Line starts from point "I" on the common boundary of villages Budbud-Rahadih and passes in village Rahadih along northern and eastern boundary of plot number 49, eastern boundary of plot number 48, northern boundary of plot number 79, 78, 77/2, 81, 74, 66, 67, 68, western, northern and eastern boundary of plot number 95, 103/7 and meets at point "J".

J-I Line passes in village Rahadih along southern boundary of plot number 103/7, through 95, 68, southern boundary of plot number 67, through 68, northern boundary of plot number 73, through 75, 76, 81, southern boundary of plot number 77/2, through 78, 79, 48, southern and western boundary of plot number 49 and meets at starting point "I".

[F. No.-43015/20/2009-PRIW-I]
S. C. BHATIA, Director

आदेश

नई दिल्ली, 18 फरवरी, 2011

का.आ. 583.—कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 9 की उप-धारा (i) के अधीन जारी भारत सरकार के कोयला भवास्तव की अधिसूचना संख्यांक का.आ. 2323 तारीख 13 सितम्बर 2010, जो भारत के राजपत्र भाग-II, खण्ड-3, उप-खण्ड (ii) तारीख 18 सितम्बर, 2010 में प्रकाशित होने पर, उक्त अधिसूचना से संलग्न अनुसूची में वर्णित भूमि और भूमि में या उस पर के सभी अधिकार (जिसे इसके पश्चात् उक्त भूमि कहा गया है) उक्त अधिनियम की धारा 10 की उप-धारा (1) के अधीन, सभी विलांगमों से मुक्त होकर, आर्थिक रूप से केन्द्रीय सरकार में निहित हो गए थे;

और केन्द्रीय सरकार का यह सम्बाधन हो गया है कि साउथ ईस्टर्न कोलफील्ड्स लिमिटेड, सीपत रोड, डाकघर संख्या 60, जिला-बिलासपुर-495006 (जिसे इसके पश्चात् उक्त सरकारी कंपनी कहा गया है) ऐसे निबंधनों और शर्तों का जो केन्द्रीय सरकार इस निमित्त अधिरोपित करना उचित समझे, अनुपालन करने के लिए तैयार है;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 11 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निदेश देती है कि इस प्रकार निहित उक्त भूमि और भूमि में या उस पर के सभी अधिकार, तारीख 18 सितम्बर, 2010 से केन्द्रीय सरकार में इस प्रकार निहित बने रहने की बजाए, निम्नलिखित निबंधनों और शर्तों के अधीन रहते हुए, उक्त सरकारी कंपनी में निहित हो जाएंगे, अर्थात् :—

1. उक्त सरकारी कम्पनी, उक्त अधिनियम के उपबंधों के अधीन यथा अवधारित प्रतिकर, ब्याज, नुकसान और वैसी ही मदों की बाबत किए गये सभी संदर्भों की केन्द्रीय सरकार को प्रतिपूर्ति करेगी;

2. उक्त सरकारी कम्पनी द्वारा शर्त (1) के अधीन, केन्द्रीय सरकार को संदेय रकमों का अवधारण करने के प्रयोजन के लिए उक्त अधिनियम की धारा 14 के अधीन एक अधिकरण का गठन किया जाएगा तथा ऐसे किसी अधिकरण और ऐसे अधिकरण की सहायता करने के लिए नियुक्त व्यक्तियों के संबंधों में उपगत सभी व्यय, उक्त कंपनी द्वारा वहन किए जायेंगे और इसी प्रकार निहित उक्त भूमि में या उस पर के अधिकार के लिए या उसके संबंध में जैसे अपील आदि सभी विधिक कार्यवाहियों की बाबत उपगत, सभी व्यय भी, इसी प्रकार उक्त सरकारी कम्पनी द्वारा वहन किए जाएंगे;

3. उक्त सरकारी कम्पनी, केन्द्रीय सरकार या उसके पदधारियों की, ऐसे किसी अन्य व्यय के संबंध में क्षतिपूर्ति करेगी, जो इस प्रकार निहित उक्त भूमि में या उस पर के अधिकारों के बारे में, केन्द्रीय सरकार या उसके पदधारियों द्वारा या उनके विरुद्ध किन्हीं कार्यवाहियों के संबंध में आवश्यक हो;

4. उक्त सरकारी कम्पनी को, केन्द्रीय सरकार के पूर्व अनुमोदन के बिना, उक्त भूमि के सभी अधिकारों को किसी अन्य व्यक्ति को अंतरित करने की शक्ति नहीं होगी; और

5. उक्त सरकारी कम्पनी, ऐसे निदेशों और शर्तों का, जो केन्द्रीय सरकार द्वारा, जब कभी आवश्यक हो, उक्त भूमि के विशिष्ट क्षेत्रों के लिए दिए जाएं या अधिरोपित किए जाएं, पालन करेगी।

[फा. सं. 43015/22/2008-पीआरआईडब्ल्यू-1]

एस. सी. भट्टिया, निदेशक

ORDER

New Delhi, the 18th, February, 2011

S.O. 583.—Whereas on the publication of the notification of the Government of India in the Ministry of Coal number S.O. 2323, dated the 13th September, 2010 published in the Gazette of India, Part - II, Section 3, Sub-section (ii), dated the 18th September, 2010 issued under sub-section (1) of Section 9 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957) (hereinafter referred to as the said Act), the lands as All Rights in or over the land described in the Schedule appended to the said notification (hereinafter referred to as the said land) vested absolutely in the Central Government free from all encumbrances under sub-section (1) of Section 10 of the said Act;

And, whereas, the Central Government is satisfied that the South Eastern Coalfields Limited, Seepat Road, P. B. No. 60, District-Bilaspur-495006 (hereinafter referred to as the Government Company) is willing to comply with such terms and conditions as the Central Government thinks fit to impose in this behalf;

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 11 of the said Act, the Central Government hereby directs that the said land and all rights in or over such land so vested shall, with effect from 18th September, 2010, instead of continuing to so vest in the Central Government shall vest in the Government Company, subject to the following terms and conditions namely:-

1. The Government Company shall reimburse to the Central Government all payments made in respect of compensation, interest, damages and the like as determined under the provisions of the said Act;

2. A Tribunal shall be constituted under Section 14 of the said Act, for the purpose of determining the amounts payable to the Central Government by the Government Company under condition (1), and all expenditure incurred in connection with any such tribunal and persons appointed to assist the tribunal shall be borne by the Government Company and similarly, all expenditure incurred in respect of all legal proceedings like appeals etc. for or in connection with the rights in or over the said land so vested shall also be borne by the Government Company;

3. The Government Company shall indemnify the Central Government or its officials against any other expenditure that may be necessary in connection with any proceedings by or against the Central Government or its officials regarding the rights in or over the said land so vested;

4. The Government Company shall have no power to transfer the said land all the rights to any other person without the prior approval of the Central Government; and

5. The Government Company shall abide by such direction and conditions as may be given or imposed by the Central Government for particular areas of the said land as and when necessary.

[F. No. 43015/22/2008-PRIW-1]

S. C. BHATIA, Director

पेट्रोलियम और प्राकृतिक गैस मंत्रालय

नई दिल्ली, 24 फरवरी, 2011

का. आ. 584.—भारत सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि ऐसर्स रिलाइन्स इंडस्ट्रीज लिमिटेड के आन्ध्र प्रदेश में पूर्वी तट पर ऑनशोर टरमिनल से देश के विभिन्न हिस्सों में उपभोक्ताओं तक प्राकृतिक गैस के परिवहन के लिए, ऐसर्स रिलोजिस्टिक्स इन्फ्रास्ट्रक्चर लिमिटेड द्वारा काकीनाडा - वासुदेवपुर - हावड़ा पाइपलाइन विछाई जानी चाहिए ;

और, भारत सरकार को उक्त पाइपलाइन विछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि, उस भूमि में, जिसके भीतर उक्त पाइपलाइन विछाई जाने का प्रस्ताव है और जो इस अधिसूचना से उपावन्द अनुसूची में वर्णित है, उपयोग के अधिकार का अर्जन किया जाए ;

अतः, अब, भारत सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उनमें उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितवन्द है, उस सारीख से जिसको उक्त अधिनियम की धारा 3 की उपधारा (1) के अधीन जारी की गई अधिसूचना की प्रतियाँ साधारण जनता को उपलब्ध करायी जाती हैं, इक्कीस दिन के भीतर भूमि के नीचे पाइपलाइन विछाई जाने के लिए उपयोग के अधिकार के अर्जन के संबंध में श्री भास्कर त्रिपाठी, सक्षम प्राधिकारी, रिलोजिस्टिक्स इन्फ्रास्ट्रक्चर लिमिटेड, प्रथम मंजिल, फोर्चुन टावर, चन्द्रशेखरपुर, भुवनेश्वर - 751023, ओडिशा राज्य को लिखित रूप में आक्षेप भेज सकेगा ।

अनुसूची

मंडल/ तेहसिल/ तालुक और भूमि की पोखरी	जिला और भूमि की पोखरी	सर्वे सं./ सर्वे डिविजन सं.	गज्य : ओडिशा		
			आर.ओ.यू अर्जित करने के लिए क्षेत्रफल		
			हेक्टेयर	एकर	सि एकर
1	2	3	4	5	6
1) राणीपड़ा	291		00	00	53
	289		00	01	47
	287		00	03	65
	1323		00	16	82
	286		00	01	36
	1322		00	07	86
	285		00	01	10
	280		00	04	49
	1324		00	06	28
	276		00	08	64
	279		00	02	26
	277		00	03	94
	274		00	03	26
	273		00	03	88
	278		00	01	19
	272		00	04	40
	263		00	01	24
	262		00	01	10
	261		00	05	29
	257		00	00	27

1	2	3	4	5
1) राणीपड़ा (निरंतर)	259	00	01	51
	258	00	04	77
	260	00	01	43
	179	00	02	94
	165	00	05	82
	171	00	03	83
	166	00	04	17
	164	00	11	24
	163	00	04	30
	162	00	03	48
	160	00	07	79
	1336	00	08	29
	1341	00	02	55
	159	00	02	48
	158	00	05	72
	550	00	03	38
	551	00	00	37
	157	00	04	73
	1337	00	00	58
	156	00	19	00
	151	00	01	23
	150	00	00	10
	149	00	00	71
	1352	00	01	18
	148	00	01	51
	147	00	02	42
	2	00	34	61
2) बड़ाकंटापड़ा	1455	00	00	98
	1024	00	01	24
	1454	00	00	68
	1453	00	12	04
	1465	00	09	83
	1466	00	12	04
	1451	00	06	64
	1449	00	08	23
	1450	00	02	73
	1530	00	06	18
	1529	00	05	24
	1444	00	12	60
	1445	00	00	82
	1446	00	00	13
	1439	00	01	06
	1438	00	04	79
	1437	00	04	55
	1436	00	05	53
	1435	00	00	35
	1402	00	03	41
	1400	00	08	45
	1399	00	04	50

1	2	3	4	5
2) बडाकंटापडा (निरंतर)	1392	00	02	98
	1393	00	01	82
	1394	00	01	57
	1395	00	01	99
	1391	00	07	08
	1390	00	08	25
	1389	00	04	79
	1296	00	05	12
	1295	00	00	22
	1294	00	00	10
	1293	00	00	20
	1292	00	00	29
	1290	00	01	40
	1289	00	08	98
	1288	00	05	83
	1287	00	00	78
	1285	00	12	83
	1283	00	12	07

मंडल/ तेहसिल/ तालुक इभद्रक देहात	जिला इभद्रक	गण्य इओडिशा		
1) एरेड्यी	545	00	00	26
	546	00	04	07
	549	00	05	13
	547	00	00	49
	548	00	02	59
	550	00	02	22
	551	00	02	05
	552	00	00	12
	538	00	10	82
	557	00	03	26
	489	00	08	50
	488	00	03	71
	487	00	05	89
	486	00	04	40
	485	00	04	50
	484	00	00	94
	458	00	01	48

मंडल/ तेहसिल/ तालुक इवंत	जिला इभद्रक	गण्य इओडिशा		
1) तरागो	2413	00	09	56
	2404	00	01	14
	2405	00	00	73
	2403	00	00	55
	2402	00	00	38
	2400	00	00	35
	2401	00	00	31
	2399	00	00	64
	2398	00	00	79
	2408	00	07	93
	2406	00	00	50

1	2	3	4	5
1) तराणो (निरंतर)	2397	00	01	24
	2396	00	00	55
	2395	00	00	10
	2415	00	00	27
	सर्वे स 2415 और 2420 के बीच में	00	20	32
	2420	00	14	54
	2421	00	02	70
	2370	00	07	49
	2663	00	10	08
	2360	00	00	10
	2362	00	04	88
	2359	00	07	66
	2358	00	15	82
	2357	00	01	64
	1520	00	12	55
	1564	00	16	18
	1526	00	03	18
	1528	00	02	10
	1529	00	03	40
	1530	00	10	55
	1527	00	08	00
	1536	00	00	21
	1561	00	00	64
	1554	00	02	56
	1555	00	00	54
	1552	00	01	44
	1553	00	02	89
	1551	00	01	97
	1550	00	06	59
	1547	00	01	73
	1548	00	02	88
	1549	00	01	58
	1538	00	01	49
	1539	00	06	03
	1467	00	03	53
	1540	00	02	00
	1541	00	00	66
	1465	00	00	82
	1466	00	09	47
	1439	00	10	05
	1463	00	03	37
	1461	00	17	66
	1441	00	06	62
	1459	00	00	66
	1442	00	06	90

1	2	3	4	5
1) तरणो (निरंतर)	1444	00	01	82
	1443	00	04	78
	1449	00	04	93
	1448	00	01	51
	1450	00	02	49
	1451	00	04	04
	1434	00	02	01
	1452	00	03	31
	1432	00	01	27
	1483	00	08	21
	1242	00	00	78
	1243	00	07	66
	1240	00	02	12
	1244	00	10	27
	सर्वे सं 1244 और 1245 के बीच में	00	02	41
	1245	00	03	16
	1246	00	01	78
	1247	00	00	89
	1248	00	01	62
	1230	00	03	20
	1172	00	01	59
	1170	00	02	08
	1169	00	00	13
	1171	00	03	70
	1168	00	05	72
	1167	00	02	06
	1164	00	02	13
	1165	00	03	60
	1166	00	00	40
	1162	00	04	00
	1160	00	00	33
	1161	00	09	30
	1159	00	02	14
	1176	00	08	48
	1080	00	02	31
	1156	00	01	58
	1081	00	14	32
	1147	00	01	92
	1082	00	04	47
	1146	00	05	93
	1145	00	00	63

1	2	3	4	5
1) तरागो (निरंतर)				
1117	00	05	08	
1118	00	02	86	
1119	00	02	65	
1120	00	04	16	
1121	00	07	39	
1112	00	02	06	
1122	00	01	27	
1123	00	03	56	
1111	00	02	01	
1110	00	02	25	
1105	00	04	76	
1103	00	04	39	
1106	00	00	39	
1102	00	03	84	
1104	00	05	07	
1097	00	00	88	
1098	00	06	34	
1101	00	02	45	
1099	00	06	12	
1095	00	00	10	
1100	00	02	10	
1126	00	00	76	
684	00	02	61	
869	00	12	02	
700	00	08	46	
701	00	01	93	
702	00	09	43	
703	00	01	56	
704	00	00	47	
705	00	06	46	
728	00	01	04	
727	00	03	59	
708	00	00	38	
726	00	07	94	
734	00	07	51	
725	00	03	67	
735	00	06	86	
736	00	07	26	
3160	00	03	47	
749	00	00	43	
737	00	21	72	

1	2	3	4	5
1) तराणो (निरंतर)	738	00	00	10
	739	00	07	69
	744	00	00	01
	743	00	01	84
	740	00	05	64
मंडल/ तेहसिल/ तालुक इकाइयां	जिला इवालेश्वर	राज्य :ओडिशा		
1) नुआ	1079	00	05	34
	1080	00	00	66
	1077	00	04	72
	2346	00	00	90
	1083	00	45	52
	1088	00	03	32
	1086	00	08	70
	1087	00	03	00
	1071	00	00	29
	1070	00	00	63
	1069	00	01	94
	1068	00	02	28
	1067	00	05	18
	1036	00	08	57
	1035	00	08	28
	1033	00	12	22
	1034	00	03	45
	1029	00	14	09
	1027	00	00	88
	1026	00	00	10
	1025	00	11	81
	1023	00	11	39
	985	00	13	22
	986	00	00	10
	259	00	00	47
	984	00	10	54
	981	00	05	23
	982	00	00	96
	978	00	06	67
	268	00	02	43
	269	00	01	83
	270	00	01	57
	266	00	01	65
	271	00	12	91
	272	00	01	84
	275	00	00	20

1	2	3	4	5
1) नुआ (निरंतर)	273	00	07	09
	274	00	04	47
	197	00	22	78
	177	00	00	22
	178	00	00	69
	179	00	02	83
	181	00	00	12
	188	00	02	06
	187	00	03	66
	183	00	00	46
	184	00	02	05
	186	00	00	95
	185	00	09	23
	151	00	06	51
	150	00	04	59
	149	00	07	87
	153	00	05	33
	154	00	05	71
	155	00	00	43
	156	00	02	10
	157	00	01	99
	160	00	00	50
	159	00	04	14
	158	00	05	09
	132	00	03	01
	131	00	05	06
	130	00	05	02
	129	00	06	97
	344	00	02	57
	128	00	04	16
	346	00	02	99
	55	00	00	19
	2340	00	01	82
	347	00	07	09
	348	00	09	11
	349	00	01	68
	356	00	03	50
	355	00	03	75
	357	00	03	18
	358	00	04	76
	52	00	05	32

1	2	3	4	5
1) नुआ (निरंतर)	359	00	04	92
	360	00	05	08
	361	00	07	14
	362	00	10	43
	384	00	00	10
	364	00	03	72
	363	00	03	52
	365	00	07	69
	366	00	06	17
	367	00	06	05
	369	00	00	52
	368	00	02	11
	2343	00	00	19
	50	00	00	70
2) दक्ष माणतिरी	40	00	04	06
	41	00	06	02
	42	00	03	95
3) अछुतिपुर	49	00	08	12
	53	00	11	74
	56	00	04	49
	55	00	02	88
	54	00	05	93
	67	00	05	24
	68	00	01	49
	69	00	02	86
	81	00	00	10
	82	00	07	24
	84	00	00	69
	83	00	01	28
4) माणतिरी	674	00	04	82
	672	00	11	16
	673	00	06	28
	675	00	00	77
	676	00	02	94
	677	00	15	91
	679	00	07	76
	678	00	04	15
	692	00	01	71
	680	00	04	54
	688	00	17	89
	690	00	00	45

1	2	3	4	5
4) माणितीरि (निरंतर)				
687	00	03	32	
689	00	07	69	
725	00	19	10	
34	00	00	15	
737	00	06	63	
738	00	00	29	
736	00	06	52	
1105	00	03	72	
739	00	03	92	
748	00	13	21	
749	00	02	80	
799	00	05	26	
804	00	21	52	
806	00	00	45	
811	00	00	10	
810	00	03	86	
809	00	04	06	
808	00	00	65	
814	00	04	50	
815	00	18	35	
830	00	02	06	
845	00	10	28	
842	00	12	13	
841	00	00	53	
843	00	04	97	
936	00	03	39	
937	00	03	14	
838	00	13	41	
942	00	00	98	
941	00	07	58	
965	00	19	39	
963	00	03	14	
962	00	07	84	
960	00	00	97	
961	00	06	06	
5) सालोमध्यपुर				
34	00	06	72	
22/29	00	02	53	
21/28	00	20	33	
20/27	00	14	14	
7/12	00	02	46	
7/13	00	11	44	

1	2	3	4	5
5) सालोमधपुर (निरंतर)	8/14	00	01	48
	9/15	00	00	38
	9	00	02	86
	8	00	03	94
	7	00	02	84
	6	00	03	60
	5	00	02	82
	4/4	00	07	92
6) चंदनपुर	1230	00	03	26
	1234	00	00	88
	1233	00	02	29
	1232	00	01	31
	1231	00	01	38
	1235	00	10	35
	1236	00	00	48
	1237	00	01	76
	1243	00	00	28
	1241	00	01	93
	1242	00	01	93
	1240	00	03	76
	1239	00	01	16
	1238	00	01	90
	1147	00	15	45
	1145	00	00	02
	1146	00	01	48
	1149	00	00	10
	1148	00	03	79
	1131	00	03	59
	1132	00	00	56
	1130	00	08	62
	1129	00	00	65
	1122	00	13	60
	1121	00	18	36
	1118	00	00	13
	945	00	02	10
	944	00	04	42
	943	00	01	58
	78	00	02	93
	77	00	05	41
	89	00	14	28
	90	00	08	91

1	2	3	4	5
6) चंदनपुर (निरंतर)	91	00	00	10
	92	00	02	22
	25	00	05	89
	1837	00	11	16
	93	00	04	71
	24	00	00	05
	94	00	15	79
	97	00	10	67
	103	00	02	04
	104	00	01	12
	101	00	01	19
	102	00	06	27
	142	00	07	06
	141	00	02	17
	143	00	00	73
	150	00	10	18
	149	00	00	54
	151	00	16	33
7) ओलदपुर	469	00	01	20
	471	00	06	93
	472	00	05	50
	473	00	00	24
	464	00	07	35
	219	00	01	07
	220	00	00	66
	223	00	14	06
	225	00	11	37
	224	00	03	63
	365	00	04	48
	364	00	19	91
	363	00	03	62
	362	00	05	32
	337	00	00	95
	338	00	06	70
	339	00	02	84
	336	00	08	47
	340	00	00	28
	341	00	02	85
	334	00	11	13
	335	00	01	50
	329	00	01	46

1	2	3	4	5
7) ओलदपुर (निरंतर)	333	00	04	64
	331	00	00	94
	330	00	04	22
	327	00	05	13
	326	00	01	50
	313	00	06	73
	315	00	03	27
	314	00	02	95
	316	00	00	17
	312	00	05	12
	296	00	01	87
	299	00	01	99
	298	00	00	93
	297	00	09	08
	287	00	00	12
	282	00	00	24
	285	00	04	39
	286	00	02	23
	284	00	02	16
	276	00	10	48
	269	00	01	65
	275	00	04	51
	274	00	02	18
	270	00	05	17
	271	00	09	05
8) अदा	82	00	00	10
	81	00	04	23
	79	00	02	57
	80	00	06	85
	86	00	01	20
	78	00	00	10
	77	00	02	05
	76	00	12	71
	75	00	07	83
	73	00	04	18
	74	00	02	59
	45	00	12	22
	44	00	01	62
	46	00	00	18
	43	00	19	03
	6	00	02	51

1	2	3	4	5
8) अवा (निरंतर)	5	00	02	64
	3	00	03	58
	4	00	01	26
	2	00	03	19
	11	00	05	50
	899	00	04	88
	900	00	02	88
	901	00	01	72
	897	00	02	29
	908	00	08	71
	910	00	00	69
	907	00	00	19
	906	00	01	60
	905	00	01	05
	909	00	04	99
	911	00	02	30
	915	00	00	10
	919	00	05	81
	998	00	11	91
	997	00	00	51
	999	00	17	98
	1005	00	01	92
	1003	00	06	04
	1002	00	00	50
	1025	00	02	84
	1004	00	01	27
	1024	00	04	05
	1023	00	05	95
	1022	00	01	59
	1028	00	00	77
	1021	00	07	17
	1020	00	04	21
	1017	00	05	10
	1018	00	03	95
	1072	00	01	23
	1074	00	12	22
	1290	00	03	29
	1070	00	00	65
	1075	00	16	06
	1076	00	00	79
	4253	00	00	11

1	2	3	4	5
8) अदा (निरंतर)	1249	00	04	93
	1250	00	03	04
	4346	00	00	51
	1247	00	00	15
	1248	00	01	93
	1251	00	06	50
	1242	00	00	10
	1254	00	14	36
	1256	00	01	98
	1255	00	06	31
	1238	00	00	40
	4338	00	06	06
	1235	00	04	15
	1237	00	02	31
	1236	00	04	86
	1233	00	01	88
	1232	00	12	47
9) बेगुनिआ	1366	00	00	10
	1374	00	00	10
	1375	00	00	32
10) चुड़ंगा	475	00	00	10
	476	00	09	52
	478	00	06	38
	479	00	10	52
	480	00	03	18
	485	00	05	26
	669	00	00	10
	666	00	03	42
	668	00	00	75
	667	00	02	29
	663	00	01	71
	665	00	04	95
	664	00	05	41
	662	00	03	43
	661	00	03	55
	660	00	00	10
	486	00	07	70
	649	00	07	92
	642	00	00	03
	643	00	02	26
	648	00	00	56

1	2	3	4	5
10) चुड़ंगा (निरंतर)	647	00	04	64
	646	00	02	65
	645	00	00	90
	637	00	09	84
	653	00	01	36
	636	00	06	21
	558	00	00	22
	559	00	07	06
	557	00	00	09
	635	00	00	67
	560	00	05	74
	561	00	05	95
	562	00	03	56
	628	00	12	18
	629	00	02	64
	627	00	07	72
	568	00	07	51
	569	00	05	35
	570	00	00	11
	590	00	02	46
	624	00	00	10
	623	00	02	98
	608	00	09	37
	606	00	02	12
	609	00	00	66
	607	00	04	88
	605	00	10	65
	600	00	00	64
	592	00	05	96
	503	00	00	94
	599	00	05	74
	598	00	10	75
	597	00	15	56
	311	00	01	38
	308	00	02	75
11) छबाटिआ	498	00	02	26
	471	00	01	59
	499	00	06	47
	529	00	02	78
	285	00	01	13
	527	00	03	69

1	2	3	4	5
11) छवटिआ (निरंतर)	503	00	01	26
	502	00	00	20
	504	00	02	14
	526	00	00	36
	506	00	02	84
	505	00	01	42
	508	00	02	02
	507	00	02	01
	771	00	05	62
	770	00	07	22
	773	00	01	04
	774	00	00	56
	769	00	00	99
	766	00	00	12
	767	00	02	04
	768	00	03	22
	775	00	06	02
	761	00	13	33
	763	00	03	74
	762	00	04	56
	749	00	01	83
	759	00	05	64
	758	00	00	30
	757	00	09	25
	756	00	00	94
12) सानामथुसुदनपुर	151	00	00	20
	150	00	10	95
	149	00	12	25
	133	00	07	04
	132	00	18	06
	131	00	00	35
	135	00	09	15
	129	00	08	93
	128	00	07	58
	127	00	00	22
मंडल/ तेहसिल/ तालुक इसिंगला	जिला इवालेश्वर	राज्य ओडिशा		
1) इतीमरा	482	00	14	93
	253	00	06	64
	254	00	01	89
	474	00	01	28
	257	00	01	78
	261	00	00	13

1	2	3	4	5
1) हातीमरा (निरंतर)				
262	00	01	53	
256	00	11	65	
252	00	01	87	
267	00	03	38	
268	00	02	86	
266	00	02	92	
269	00	03	63	
270	00	00	52	
290	00	02	84	
275	00	06	72	
276	00	05	58	
274	00	00	35	
277	00	02	68	
278	00	07	32	
282	00	00	51	
279	00	02	64	
280	00	02	47	
281	00	02	75	
283	00	07	64	
284	00	02	96	
230	00	00	24	
285	00	03	03	
286	00	01	97	
226	00	00	10	
227	00	08	70	
228	00	00	79	
218	00	06	07	
222	00	00	65	
219	00	08	37	
220	00	06	64	
216	00	02	26	
215	00	03	78	
214	00	05	34	
159	00	00	30	
158	00	03	87	
2) गिलाजोरी				
400	00	00	68	
399	00	05	89	
398	00	11	32	
395	00	00	17	
394	00	05	94	
485	00	00	10	

1	2	3	4	5
2) गिरावरी (निरंतर)	486	00	05	27
	487	00	03	40
	491	00	01	29
	492	00	00	42
	390	00	22	67
	386	00	04	46
	385	00	00	83
	384	00	00	85
	383	00	00	83
	387	00	25	77
	382	00	01	86
	381	00	00	89
	380	00	09	20
	372	00	00	76
	373	00	11	10
	374	00	00	40
	370	00	05	49
	369	00	01	54
	622	00	04	55
	623	00	03	16
	351	00	09	43
	2932	00	02	54
	352	00	00	10
	355	00	00	66
	350	00	01	86
	349	00	01	98
	348	00	01	09
	347	00	19	83
	342	00	00	58
	343	00	08	08
	341	00	00	79
	345	00	00	10
	344	00	01	04
	340	00	06	29
	309	00	04	62
	310	00	03	93
	306	00	01	92
	305	00	02	09
	297	00	03	68
	304	00	01	66
	299	00	03	39

1	2	3	4	5
2) गिलजोरी (निरंतर)	300	00	00	10
	298	00	04	85
	301	00	00	36
	274	00	02	25
	275	00	01	76
	276	00	00	10
	273	00	03	32
	272	00	02	56
	277	00	02	60
	278	00	02	64
	271	00	02	13
	279	00	02	29
	258	00	09	40
	281	00	00	19
	280	00	01	55
	245	00	02	74
	246	00	07	98
	247	00	01	37
3) आमकुरुची	11	00	00	62
	12	00	06	43
	152	00	01	09
	151	00	05	03
	150	00	02	83
	149	00	00	15
	142	00	04	36
	143	00	00	10
	185	00	02	33
	186	00	04	45
	141	00	02	80
	187	00	04	99
	140	00	01	42
	188	00	07	98
	189	00	09	28
	190	00	03	09
	191	00	03	94
	192	00	01	33
	197	00	08	53
	198	00	05	43
	206	00	00	10
	205	00	06	06
	204	00	02	28

1	2	3	4	5
3) आमकुरुची (निरंतर)	207	00	01	93
	203	00	05	93
	311	00	05	72
	310	00	02	28
	313	00	00	90
	312	00	02	33
	322	00	02	08
	323	00	03	09
	321	00	02	84
	320	00	02	06
	353	00	06	51
	354	00	00	16
	376	00	05	32
	355	00	01	67
	375	00	04	78
	356	00	05	43
	357	00	00	10
	358	00	00	63
	364	00	02	84
	365	00	01	20
	366	00	01	18
	368	00	01	33
	367	00	01	27
	369	00	00	48
	370	00	00	14
	444	00	00	40
	445	00	04	09
	363	00	01	74
	1575	00	01	04
	446	00	01	40
	1576	00	00	10
	1560	00	00	64
	443	00	00	10
	452	00	05	99
	450	00	00	25
	451	00	00	75
	453	00	04	63
	454	00	03	68
	455	00	03	69
	457	00	02	66

मंडल/ तहसील/ तालुक वर्गपत्रा	जिला द्वालेश्वर	राज्य ओडिशा
1) गडपदा	31	00 00 10

1	2	3	4	5
1) गडपदा (निरंतर)	42	00	23	71
	41	00	07	82
	45	00	14	90
	44	00	01	74
	46	00	11	00
	47	00	12	00
	50	00	06	90
	60	00	06	23
	61	00	11	88
	62	00	01	50
	103	00	11	11
	96	00	04	59
	295	00	05	98
	102	00	10	79
	97	00	03	66
	98	00	06	12
	99	00	08	81
	100	00	05	77
	127	00	01	14
	101	00	03	42
	126	00	06	58
	111	00	00	40
	125	00	04	20
	124	00	03	22
	123	00	02	81
	118	00	01	06
	119	00	14	50
	120	00	11	76
	121	00	08	50
	136	00	01	09
	114	00	13	85
	138	00	04	58

मंडल/ तेहसिल/ तालुकःरुपसा	जिला बालेश्वर	राज्य ओडिशा
1) गंगाधरपुर	414	00 06 96
	465	00 00 10
	466	00 03 43
	467	00 08 88
	468	00 05 03
	469	00 02 15
	470	00 00 36
	475	00 09 07
	480	00 02 49

1	2	3	4	5
1) गंगाधरपुर (निरंतर)	483	00	00	41
	481	00	02	96
	474	00	00	91
	482	00	02	25
	378	00	21	30
	375	00	31	57
	371	00	02	67
	227	00	03	70
	219	00	12	30
	230	00	16	77
	233	00	02	14
	235	00	03	27
	234	00	03	23
	232	00	00	95
	236	00	13	73
	201	00	07	03
	202	00	03	05
	203	00	03	84
	204	00	01	11
	205	00	14	75
	206	00	07	07
	175	00	13	63
	176	00	00	27
	207	00	00	31
	174	00	04	39
	173	00	00	52
	170	00	02	50
	171	00	07	53
	172	00	10	13
	167	00	22	38
	168	00	03	73
	165	00	04	58
	166	00	00	50
2) बागपंचमी	5	00	19	89
	6	00	00	12
	7	00	10	24
	12	00	04	62
	8	00	10	84
	10	00	19	38
	9	00	03	03
	17	00	15	39

निरंतर... 25

1	2	3	4	5
3) बलरामपुर	78	00	04	71
	77	00	03	59
	76	00	03	73
	91	00	02	92
	75	00	02	90
	82	00	01	32
	83	00	01	62
	80	00	07	15
	71	00	05	69
	55	00	07	78
	54	00	08	87
मंडल/ तेहसिल/ तालुक :वैसिंगा	जिला :मधुरमंज	राज्य :ओडिशा		
1) कैनफुलिआ	135	00	01	65
	136	00	12	02
	209	00	30	34
	205	00	17	17
	210	00	09	62
	211	00	15	67
	198	00	02	39
	212	00	21	16
	231	00	16	56
	213	00	02	09
	238	00	01	81
2) बड गोपालपुर	462	00	20	35
	399	00	17	22
	400	00	21	00
	398	00	01	01
	396	00	28	85
	392	00	36	79
3) महुलपाटणा	89	00	04	09
	95	00	04	17
	93	00	05	55
	92	00	03	35
	94	00	02	48
	91	00	06	00
	83	00	15	17
	82	00	04	23
4) बासुरिपदा	533	00	15	49
	534	00	00	12
	662	00	11	40
	532	00	03	76
	698	00	00	94

1	2	3	4	5
4) बाषुरिपदा (निरंतर)	531	00	10	31
	529	00	17	04
	523	00	00	58
	528	00	11	73
	524	00	00	98
	525	00	04	96
	627	00	01	12
	370	00	02	36
	701	00	11	87
	311	00	14	16
	314	00	10	98
	293	00	03	45
	318	00	04	46
	317	00	03	05
	316	00	01	54
	319	00	13	89
	685	00	01	54
	321	00	07	19
	322	00	13	38
	291	00	00	10
	323	00	15	90
	675	00	11	41
	596	00	00	13
	677	00	04	80
	678	00	06	06
	194	00	02	15
	197	00	04	59
	196	00	21	16
	158	00	15	98
	679	00	14	99
	184	00	11	76
	183	00	00	25
	187	00	11	46
	188	00	00	10
	188	00	14	27
	189	00	16	22
	88	00	05	39
	173	00	00	10
	703	00	03	70
	85	00	02	07
	84	00	05	98

1	2	3	4	5
4) बालुरिपदा (निरंतर)	83	00	04	73
	82	00	05	98
	81	00	01	43
	71	00	02	40
	70	00	08	48
	69	00	05	85
	68	00	07	37
5) आम्बागाडिया	1667	00	01	43
	1668	00	18	39
	1679	00	04	25
	1681	00	05	05
	2008	00	03	76
	2009	00	02	87
	2007	00	04	25
	2010	00	00	10
	2012	00	11	65
	2013	00	05	90
	3594	00	18	61
	4094	00	41	23
	4091	00	02	46
	3596	00	08	89
	3588	00	22	99
	3602	00	08	71
	3586	00	15	59
	3580	00	05	58
	3603	00	25	11
	3579	00	07	97
	3604	00	03	52
	3605	00	38	01
	3608	00	00	21
	3607	00	01	19
	3606	00	01	96
	3514	00	08	32
	3422	00	10	47
	3421	00	00	72
	3418	00	01	76
	3417	00	13	23
	3416	00	29	57
	3402	00	02	43
	3409	00	10	53
	3408	00	11	89

1	2	3	4	5
5) आम्बागांडिया (निरंतर)	3407	00	00	33
	3403	00	43	66
	3391	00	01	45
	3378	00	04	70
	3382	00	10	56
	3379	00	00	16
	3381	00	19	21
	3380	00	12	36
	3242	00	00	70
	3241	00	17	97
	3243	00	18	39
	3240	00	10	27
	3248	00	07	67
	3249	00	06	77
	3250	00	04	53
	3252	00	03	05
	3251	00	01	86
	3234	00	00	42
	3233	00	00	99
	3253	00	00	11
	3228	00	02	20
	3232	00	02	57
	3231	00	00	10
	3229	00	04	37
	3230	00	21	35
	3164	00	02	65
	3214	00	10	34
	3213	00	14	38
	3170	00	04	92
	3212	00	01	24
	3169	00	01	13
	3171	00	26	81
	3207	00	03	98
	3206	00	01	19
	3172	00	12	51
	3168	00	13	39
	3174	00	00	17
	3167	00	27	28
	3089	00	03	41
	3088	00	02	25
	3090	00	00	39

1	2	3	4	5
5) आम्बागाडिया (निरंतर)	3082	00	06	82
	3081	00	09	53
	3051	00	03	48
	3080	00	02	93
	4275	00	04	37
	3079	00	02	60
	3053	00	12	39
	3075	00	12	86
	3054	00	07	76
	3071	00	01	03
	3070	00	08	21
	3055	00	21	36
	3069	00	00	36
	3068	00	00	56
	3059	00	01	88
	3057	00	03	18
	3058	00	07	11
	2553	00	15	79
	2552	00	10	86
	2551	00	02	85
	2550	00	01	96
	2549	00	04	84
	2541	00	08	29
	2542	00	02	89
	2536	00	07	49
	2532	00	00	18
	2531	00	06	52
	2530	00	03	01
	2528	00	05	22
	2527	00	07	37
	2494	00	02	26
	2495	00	27	12
6) पुरुणिया	376	00	01	21
	377	00	10	27
	378	00	28	48
	379	00	07	75
	406	00	00	41
	405	00	09	64
	413	00	00	96
	415	00	20	89
	404	00	07	16

1	2	3	4	5
6) पुण्या (निरंतर)	402	00	02	47
	2742	00	00	70
	417	00	20	29
	2765	00	00	10
	439	00	08	16
	441	00	03	00
	442	00	06	30
	443	00	16	74
	446	00	12	74
	2581	00	04	14
	456	00	42	72
	2632	00	02	31
	453	00	08	70
	464	00	02	36

[फा सं. एल.-14014/14/2011-जी.पी.]

के.के.शर्मा, अधर सचिव

MINISTRY OF PETROLEUM AND NATURAL GAS

New Delhi, the 24th February, 2011

S.O. 584.—Whereas it appears to Government of India that it is necessary in public interest that for transportation of natural gas from onshore terminal at East coast of Andhra Pradesh of M/s Reliance Industries Limited to consumers in various parts of the country, Kakinada - Basudebpur - Howrah pipeline should be laid by M/s Relogistics Infrastructure Limited;

And whereas, it appears to Government of India that for the purpose of laying such pipeline, it is necessary to acquire the Right of User in land under which the said pipeline is proposed to be laid and which are described in the Schedule annexed hereto;

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), Government of India hereby declares its intention to acquire the Right of User therein;

Any person interested in the land described in the said Schedule may, within twenty-one days from the date on which the copies of the notification as published in the Gazette of India under sub-section (1) of Section 3 of the said Act, are made available to the general public, object in writing to the acquisition of the Right of User therein for laying the pipeline under the land to Shri Bhaskar Tripathy, Competent Authority, Relogistics Infrastructure Limited, 1st Floor, Fortune Tower, Chandrasekharpur, Bhubaneswar - 751023, Orissa State.

Schedule

Mandal/Tehsil/Taluk:Bhandari Pokhari		District:Bhadrak	State:Orissa		
Village	Survey No./Sub-Division	Area to be acquired for ^{RDU}			
1	2	Hec	Are	C-Are	
1) Ranipara	291	00	00	53	
	289	00	01	47	
	287	00	03	65	
	1323	00	16	82	
	286	00	01	36	
	1322	00	07	86	
	285	00	01	10	
	280	00	04	49	
	1324	00	06	28	
	276	00	08	64	
	279	00	02	26	
	277	00	03	94	
	274	00	03	26	
	273	00	03	88	
	278	00	01	19	
	272	00	04	40	
	263	00	01	24	
	262	00	01	10	
	261	00	05	29	
	257	00	00	27	
	259	00	01	51	
	258	00	04	77	
	260	00	01	43	
	179	00	02	94	
	165	00	05	82	
	171	00	03	83	
	166	00	04	17	
	164	00	11	24	
	163	00	04	30	
	162	00	03	48	
	160	00	07	79	
	1336	00	08	29	
	1341	00	02	55	
	159	00	02	48	
	158	00	05	72	
	550	00	03	38	
	551	00	00	37	

1	2	3	4	5
1) Ranipara (Contd)				
	157	00	04	73
	1337	00	00	58
	156	00	19	00
	151	00	01	23
	150	00	00	10
	149	00	00	71
	1352	00	01	18
	148	00	01	51
	147	00	02	42
	2	00	34	61
2) Badakantapada	1455	00	00	98
	1024	00	01	24
	1454	00	00	68
	1453	00	12	04
	1465	00	09	83
	1466	00	12	04
	1451	00	06	64
	1449	00	08	23
	1450	00	02	73
	1530	00	06	18
	1529	00	05	24
	1444	00	12	60
	1445	00	00	82
	1446	00	00	13
	1439	00	01	06
	1438	00	04	79
	1437	00	04	55
	1436	00	05	53
	1435	00	00	35
	1402	00	03	41
	1400	00	08	45
	1399	00	04	50
	1392	00	02	98
	1393	00	01	82
	1394	00	01	57
	1395	00	01	99
	1391	00	07	08
	1390	00	08	25
	1389	00	04	79
	1296	00	05	12
	1295	00	00	22

1	2	3	4	5
2) Badakantapeda (Contd)	1294	00	00	10
	1293	00	00	20
	1292	00	00	29
	1290	00	01	40
	1289	00	08	98
	1288	00	05	83
	1287	00	00	78
	1285	00	12	83
	1283	00	12	07

Mandal/Tehsil/Taluk:Bhadrak Rural	District:Bhadrak	State:Orissa		
1) Erendei	545	00	00	26
	546	00	04	07
	549	00	05	13
	547	00	00	49
	548	00	02	59
	550	00	02	22
	551	00	02	05
	552	00	00	12
	538	00	10	82
	557	00	03	26
	489	00	08	50
	488	00	03	71
	487	00	05	89
	486	00	04	40
	485	00	04	50
	484	00	00	94
	458	00	01	48

Mandal/Tehsil/Taluk:Bant	District:Bhadrak	State:Orissa		
1) Tarago	2413	00	09	56
	2404	00	01	14
	2405	00	00	73
	2403	00	00	55
	2402	00	00	38
	2400	00	00	35
	2401	00	00	31
	2399	00	00	64
	2398	00	00	79
	2408	00	07	93
	2406	00	00	50
	2397	00	01	24
	2396	00	00	55
	2395	00	00	10
	2415	00	00	27

1	2	3	4	5
I) Tarago (Contd)	In bet suy no. 2415 & 2420	00	20	32
	2420	00	14	54
	2421	00	02	70
	2370	00	07	49
	2663	00	10	08
	2360	00	00	10
	2362	00	04	88
	2359	00	07	66
	2358	00	15	82
	2357	00	01	64
	1520	00	12	55
	1564	00	16	18
	1526	00	03	18
	1528	00	02	10
	1529	00	03	40
	1530	00	10	55
	1527	00	08	00
	1536	00	00	21
	1561	00	00	64
	1554	00	02	56
	1555	00	00	54
	1552	00	01	44
	1553	00	02	89
	1551	00	01	97
	1550	00	06	59
	1547	00	01	73
	1548	00	02	88
	1549	00	01	58
	1538	00	01	49
	1539	00	06	03
	1467	00	03	53
	1540	00	02	00
	1541	00	00	66
	1465	00	00	82
	1466	00	09	47
	1439	00	10	05
	1463	00	03	37
	1461	00	17	66
	1441	00	06	62
	1459	00	00	66
	1442	00	06	90

continued

1	2	3	4	5
1) Tarago (Contd)				
	1444	00	01	82
	1443	00	04	78
	1449	00	04	93
	1448	00	01	51
	1450	00	02	49
	1451	00	04	04
	1434	00	02	01
	1452	00	03	31
	1432	00	01	27
	1483	00	08	21
	1242	00	00	78
	1243	00	07	66
	1240	00	02	12
	1244	00	10	27
	In bet suy no. 1244 & 1245	00	02	41
	1245	00	03	16
	1246	00	01	78
	1247	00	00	89
	1248	00	01	62
	1230	00	03	20
	1172	00	01	59
	1170	00	02	08
	1169	00	00	13
	1171	00	03	70
	1168	00	05	72
	1167	00	02	06
	1164	00	02	13
	1165	00	03	60
	1166	00	00	40
	1162	00	04	00
	1160	00	00	33
	1161	00	09	30
	1159	00	02	14
	1176	00	08	48
	1080	00	02	31
	1156	00	01	58
	1081	00	14	32
	1147	00	01	92
	1082	00	04	47
	1146	00	05	93
	1145	00	00	63

1	2	3	4	5
1) Tarago (Contd)				
1117	00	05	08	
1118	00	02	86	
1119	00	02	65	
1120	00	04	16	
1121	00	07	39	
1112	00	02	06	
1122	00	01	27	
1123	00	03	56	
1111	00	02	01	
1110	00	02	25	
1105	00	04	76	
1103	00	04	39	
1106	00	00	39	
1102	00	03	84	
1104	00	05	07	
1097	00	00	88	
1098	00	06	34	
1101	00	02	45	
1099	00	06	12	
1095	00	00	10	
1100	00	02	10	
1126	00	00	76	
684	00	02	61	
869	00	12	02	
700	00	08	46	
701	00	01	93	
702	00	09	43	
703	00	01	56	
704	00	00	47	
705	00	06	46	
728	00	01	04	
727	00	03	59	
708	00	00	38	
726	00	07	94	
734	00	07	51	
725	00	03	67	
735	00	06	86	
736	00	07	26	
3160	00	03	47	
749	00	00	43	
737	00	21	72	

1	2	3	4	5
1) Tarago (Contd)	738	00	00	10
	739	00	07	69
	744	00	00	01
	743	00	01	84
	740	00	05	64
Mandal/Tehsil/Taluk:Similia				
District:Balasore				
State:Orissa				
1) Nua	1079	00	05	34
	1080	00	00	66
	1077	00	04	72
	2346	00	00	90
	1083	00	45	52
	1088	00	03	32
	1086	00	08	70
	1087	00	03	00
	1071	00	00	29
	1070	00	00	63
	1069	00	01	94
	1068	00	02	28
	1067	00	05	18
	1036	00	08	57
	1035	00	08	28
	1033	00	12	22
	1034	00	03	45
	1029	00	14	09
	1027	00	00	88
	1026	00	00	10
	1025	00	11	81
	1023	00	11	39
	985	00	13	22
	986	00	00	10
	259	00	00	47
	984	00	10	54
	981	00	05	23
	982	00	00	96
	978	00	06	67
	268	00	02	43
	269	00	01	83
	270	00	01	57
	266	00	01	65
	271	00	12	91
	272	00	01	84
	275	00	00	20

1	2	3	4	5
1) Nua (Contd)				
	273	00	07	09
	274	00	04	47
	197	00	22	78
	177	00	00	22
	178	00	00	69
	179	00	02	83
	181	00	00	12
	188	00	02	06
	187	00	03	66
	183	00	00	46
	184	00	02	05
	186	00	00	95
	185	00	09	23
	151	00	06	51
	150	00	04	59
	149	00	07	87
	153	00	05	33
	154	00	05	71
	155	00	00	43
	156	00	02	10
	157	00	01	99
	160	00	00	50
	159	00	04	14
	158	00	05	09
	132	00	03	01
	131	00	05	06
	130	00	05	02
	129	00	06	97
	344	00	02	57
	128	00	04	16
	346	00	02	99
	55	00	00	19
	2340	00	01	82
	347	00	07	09
	348	00	09	11
	349	00	01	68
	356	00	03	50
	355	00	03	75
	357	00	03	18
	358	00	04	76
	52	00	05	32

1	2	3	4	5
1) Nua (Contd)				
	359	00	04	92
	360	00	05	08
	361	00	07	14
	362	00	10	43
	384	00	00	10
	364	00	03	72
	363	00	03	52
	365	00	07	69
	366	00	06	17
	367	00	06	05
	369	00	00	52
	368	00	02	11
	2343	00	00	19
	50	00	00	70
2) Chaka Manatiri	40	00	04	06
	41	00	06	02
	42	00	03	95
3) Achhuti Pur	49	00	08	12
	53	00	11	74
	56	00	04	49
	55	00	02	88
	54	00	05	93
	67	00	05	24
	68	00	01	49
	69	00	02	86
	81	00	00	10
	82	00	07	24
	84	00	00	69
	83	00	01	28
4) Manatiri	674	00	04	82
	672	00	11	16
	673	00	06	28
	675	00	00	77
	676	00	02	94
	677	00	19	91
	679	00	07	76
	678	00	04	15
	692	00	01	71
	680	00	04	54
	688	00	17	89
	690	00	00	45

1	2	3	4	5
4) Manatiri (Contd)	687	00	03	32
	689	00	07	69
	725	00	19	10
	34	00	00	15
	737	00	06	63
	738	00	00	29
	736	00	06	52
	1105	00	03	72
	739	00	03	92
	748	00	13	21
	749	00	02	80
	799	00	05	26
	804	00	21	52
	806	00	00	45
	811	00	00	10
	810	00	03	86
	809	00	04	06
	808	00	00	65
	814	00	04	50
	815	00	18	35
	830	00	02	06
	845	00	10	28
	842	00	12	13
	841	00	00	53
	843	00	04	97
	936	00	03	39
	937	00	03	14
	838	00	13	41
	942	00	00	98
	941	00	07	58
	965	00	19	39
	963	00	03	14
	962	00	07	84
	960	00	00	97
	961	00	06	06
5) Salomadhapur	34	00	06	72
	22/29	00	02	53
	21/28	00	20	33
	20/27	00	14	14
	7/12	00	02	46
	7/13	00	11	44

1	2	3	4	5
5) Salomadhapur (Contd)	8/14	00	01	48
	9/15	00	00	38
	9	00	02	86
	8	00	03	94
	7	00	02	84
	6	00	03	60
	5	00	02	82
	4/4	00	07	92
6) Chandanpur	1230	00	03	26
	1234	00	00	88
	1233	00	02	29
	1232	00	01	31
	1231	00	01	38
	1235	00	10	35
	1236	00	00	48
	1237	00	01	76
	1243	00	00	28
	1241	00	01	93
	1242	00	01	93
	1240	00	03	76
	1239	00	01	16
	1238	00	01	90
	1147	00	15	45
	1145	00	00	02
	1146	00	01	48
	1149	00	00	10
	1148	00	03	79
	1131	00	03	59
	1132	00	00	56
	1130	00	08	62
	1129	00	00	65
	1122	00	13	60
	1121	00	18	36
	1118	00	00	13
	945	00	02	10
	944	00	04	42
	943	00	01	58
	78	00	02	93
	77	00	05	41
	89	00	14	28
	90	00	08	91

1	2	3	4	5
6) Chandanpur (Contd)	91	00	00	10
	92	00	02	22
	25	00	05	89
	1837	00	11	16
	93	00	04	71
	24	00	00	05
	94	00	15	79
	97	00	10	67
	103	00	02	04
	104	00	01	12
	101	00	01	19
	102	00	06	27
	142	00	07	06
	141	00	02	17
	143	00	00	73
	150	00	10	18
	149	00	00	54
	151	00	16	33
7) Oladpur	469	00	01	20
	471	00	06	93
	472	00	05	50
	473	00	00	24
	464	00	07	35
	219	00	01	07
	220	00	00	66
	223	00	14	06
	225	00	11	37
	224	00	03	63
	365	00	04	48
	364	00	19	91
	363	00	03	62
	362	00	05	32
	337	00	00	95
	338	00	06	70
	339	00	02	84
	336	00	08	47
	340	00	00	28
	341	00	02	85
	334	00	11	13
	335	00	01	50
	329	00	01	46

1	2	3	4	5
7) Oladpur (Contd)				
	333	00	04	64
	331	00	00	94
	330	00	04	22
	327	00	05	13
	326	00	01	50
	313	00	06	73
	315	00	03	27
	314	00	02	95
	316	00	00	17
	312	00	05	12
	296	00	01	87
	299	00	01	99
	298	00	00	93
	297	00	09	08
	287	00	00	12
	282	00	00	24
	285	00	04	39
	286	00	02	23
	284	00	02	16
	276	00	10	48
	269	00	01	65
	275	00	04	51
	274	00	02	18
	270	00	05	17
	271	00	09	05
8) Ada	82	00	00	10
	81	00	04	23
	79	00	02	57
	80	00	06	85
	86	00	01	20
	78	00	00	10
	77	00	02	05
	76	00	12	71
	75	00	07	83
	73	00	04	18
	74	00	02	59
	45	00	12	22
	44	00	01	62
	46	00	00	18
	43	00	19	03
	6	00	02	51

1	2	3	4	5
8). Ada (Contd)				
	5	00	02	64
	3	00	03	58
	4	00	01	26
	2	00	03	19
	11	00	05	50
	899	00	04	88
	900	00	02	88
	901	00	01	72
	897	00	02	29
	908	00	08	71
	910	00	00	69
	907	00	00	19
	906	00	01	60
	905	00	01	05
	909	00	04	99
	911	00	02	30
	915	00	00	10
	919	00	05	81
	998	00	11	91
	997	00	00	51
	999	00	17	98
	1005	00	01	92
	1003	00	06	04
	1002	00	00	50
	1025	00	02	84
	1004	00	01	27
	1024	00	04	05
	1023	00	05	95
	1022	00	01	59
	1028	00	00	77
	1021	00	07	17
	1020	00	04	21
	1017	00	05	10
	1018	00	03	95
	1072	00	01	23
	1074	00	12	22
	1290	00	03	29
	1070	00	00	65
	1075	00	16	06
	1076	00	00	79
	4253	00	00	11

1	2	3	4	5
8) Ada (Contd)	1249	00	04	93
	1250	00	03	04
	4346	00	00	51
	1247	00	00	15
	1248	00	01	93
	1251	00	06	50
	1242	00	00	10
	1254	00	14	36
	1256	00	01	98
	1255	00	06	31
	1238	00	00	40
	4338	00	06	06
	1235	00	04	15
	1237	00	02	31
	1236	00	04	86
	1233	00	01	88
	1232	00	12	47
9) Begunia	1366	00	00	10
	1374	00	00	10
	1375	00	00	32
10) Chudanga	475	00	00	10
	476	00	09	52
	478	00	06	38
	479	00	10	52
	480	00	03	18
	485	00	05	26
	669	00	00	10
	666	00	03	42
	668	00	00	75
	667	00	02	29
	663	00	01	71
	665	00	04	95
	664	00	05	41
	662	00	03	43
	661	00	03	55
	660	00	00	10
	486	00	07	70
	649	00	07	92
	642	00	00	03
	643	00	02	26
	648	00	00	56

			2		3	4	5
10) Chudanga (Contd)			647	00	04	64	
			646	00	02	65	
			645	00	00	90	
			637	00	09	84	
			653	00	01	36	
			636	00	06	21	
			558	00	00	22	
			559	00	07	06	
			557	00	00	09	
			635	00	00	67	
			560	00	05	74	
			561	00	05	95	
			562	00	03	56	
			628	00	12	18	
			629	00	02	64	
			627	00	07	72	
			568	00	07	51	
			569	00	05	35	
			570	00	00	11	
			590	00	02	46	
			624	00	00	10	
			623	00	02	98	
			608	00	09	37	
			606	00	02	12	
			609	00	00	66	
			607	00	04	88	
			605	00	10	65	
			600	00	00	64	
			592	00	05	96	
			503	00	00	94	
			599	00	05	74	
			598	00	10	75	
			597	00	15	56	
			311	00	01	38	
			308	00	02	75	
11) Chhabatia			498	00	02	26	
			471	00	01	59	
			499	00	06	47	
			529	00	02	78	
			285	00	01	13	
			527	00	03	69	

1	2	3	4	5
11) Chhabatia (Contd)	503	00	01	26
	502	00	00	20
	504	00	02	14
	526	00	00	36
	506	00	02	84
	505	00	01	42
	508	00	02	02
	507	00	02	01
	771	00	05	62
	770	00	07	22
	773	00	01	04
	774	00	00	56
	769	00	00	99
	766	00	00	12
	767	00	02	04
	768	00	03	22
	775	00	06	02
	761	00	13	33
	763	00	03	74
	762	00	04	56
	749	00	01	83
	759	00	05	64
	758	00	00	30
	757	00	09	25
	756	00	00	94
12) Sanamadhusudanpur	151	00	00	20
	150	00	10	95
	149	00	12	25
	133	00	07	04
	132	00	18	06
	131	00	00	35
	135	00	09	15
	129	00	08	93
	128	00	07	58
	127	00	00	22

Mandal/Tehsil/Taluk:Singla	District:Baleshwar	State:Orissa		
1) Hatimara	482	00	14	93
	253	00	06	64
	254	00	01	89
	474	00	01	28
	257	00	01	78
	261	00	00	13

1	2	3	4	5
1) Hatimara (Contd)				
	262	00	01	53
	256	00	11	65
	252	00	01	87
	267	00	03	38
	268	00	02	86
	266	00	02	92
	269	00	03	63
	270	00	00	52
	290	00	02	84
	275	00	06	72
	276	00	05	58
	274	00	00	35
	277	00	02	68
	278	00	07	32
	282	00	00	51
	279	00	02	64
	280	00	02	47
	281	00	02	75
	283	00	07	64
	284	00	02	96
	230	00	00	24
	285	00	03	03
	286	00	01	97
	226	00	00	10
	227	00	08	70
	228	00	00	79
	218	00	06	07
	222	00	00	65
	219	00	08	37
	220	00	06	64
	216	00	02	26
	215	00	03	78
	214	00	05	34
	159	00	00	30
	158	00	03	87
2) Gillajori	400	00	00	68
	399	00	05	89
	398	00	11	32
	395	00	00	17
	394	00	05	94
	485	00	00	10

1	2	3	4	5
2) Gillajori (Contd)	486	00	05	27
	487	00	03	40
	491	00	01	29
	492	00	00	42
	390	00	22	67
	386	00	04	46
	385	00	00	83
	384	00	00	85
	383	00	00	83
	387	00	25	77
	382	00	01	86
	381	00	00	89
	380	00	09	20
	372	00	00	76
	373	00	11	10
	374	00	00	40
	370	00	05	49
	369	00	01	54
	622	00	04	55
	623	00	03	16
	351	00	09	43
	2932	00	02	54
	352	00	00	10
	355	00	00	66
	350	00	01	86
	349	00	01	98
	348	00	01	09
	347	00	19	83
	342	00	00	58
	343	00	08	08
	341	00	00	79
	345	00	00	10
	344	00	01	04
	340	00	06	29
	309	00	04	62
	310	00	03	93
	306	00	01	92
	305	00	02	09
	297	00	03	68
	304	00	01	66
	299	00	03	39

1	2	3	4	5
2) Gillajori (Contd)	300	00	00	10
	298	00	04	85
	301	00	00	36
	274	00	02	25
	275	00	01	76
	276	00	00	10
	273	00	03	32
	272	00	02	56
	277	00	02	60
	278	00	02	64
	271	00	02	13
	279	00	02	29
	258	00	09	40
	281	00	00	19
	280	00	01	55
	245	00	02	74
	246	00	07	98
	247	00	01	37
3) Amakuruchi	11	00	00	62
	12	00	06	43
	152	00	01	09
	151	00	05	03
	150	00	02	83
	149	00	00	15
	142	00	04	36
	143	00	00	10
	185	00	02	33
	186	00	04	45
	141	00	02	80
	187	00	04	99
	140	00	01	42
	188	00	07	98
	189	00	09	28
	190	00	03	09
	191	00	03	94
	192	00	01	33
	197	00	08	53
	198	00	05	43
	206	00	00	10
	205	00	06	06
	204	00	02	28

1	2	3	4	5
3) Amakuruchi (Contd)	207	00	01	93
	203	00	05	93
	311	00	05	72
	310	00	02	28
	313	00	00	90
	312	00	02	33
	322	00	02	08
	323	00	03	09
	321	00	02	84
	320	00	02	06
	353	00	06	51
	354	00	00	16
	376	00	05	32
	355	00	01	67
	375	00	04	78
	356	00	05	43
	357	00	00	10
	358	00	00	63
	364	00	02	84
	365	00	01	20
	366	00	01	18
	368	00	01	33
	367	00	01	27
	369	00	00	48
	370	00	00	14
	444	00	00	40
	445	00	04	09
	363	00	01	74
	1575	00	01	04
	446	00	01	40
	1576	00	00	10
	1560	00	00	64
	443	00	00	10
	452	00	05	99
	450	00	00	25
	451	00	00	75
	453	00	04	63
	454	00	03	68
	455	00	03	69
	457	00	02	66

Mandal/Tehsil/Taluk:Rupsa	District:Baleshwar	State:Orissa
1) Garapada	31	00 00 10

1	2	3	4	5
1) Garapada (Contd)				
	42	00	23	71
	41	00	07	82
	45	00	14	90
	44	00	01	74
	46	00	11	00
	47	00	12	00
	50	00	06	90
	60	00	06	23
	61	00	11	88
	62	00	01	50
	103	00	11	11
	96	00	04	59
	295	00	05	98
	102	00	10	79
	97	00	03	66
	98	00	06	12
	99	00	08	81
	100	00	05	77
	127	00	01	14
	101	00	03	42
	126	00	06	58
	111	00	00	40
	125	00	04	20
	124	00	03	22
	123	00	02	81
	118	00	01	06
	119	00	14	50
	120	00	11	76
	121	00	08	50
	136	00	01	09
	114	00	13	85
	138	00	04	58

Mandal/Tehsil/Taluk:Basta	District:Baleshwar	State:Orissa		
1) Gangadharpur	414	00	06	96
	465	00	00	10
	466	00	03	43
	467	00	08	88
	468	00	05	03
	469	00	02	15
	470	00	00	36
	475	00	09	07
	480	00	02	49

1	2	3	4	5
1) Gangadarpur (Contd)				
483	00	00	41	
481	00	02	96	
474	00	00	91	
482	00	02	25	
378	00	21	30	
375	00	31	57	
371	00	02	67	
227	00	03	70	
219	00	12	30	
230	00	16	77	
233	00	02	14	
235	00	03	27	
234	00	03	23	
232	00	00	95	
236	00	13	73	
201	00	07	03	
202	00	03	05	
203	00	03	84	
204	00	01	11	
205	00	14	75	
206	00	07	07	
175	00	13	63	
176	00	00	27	
207	00	00	31	
174	00	04	39	
173	00	00	52	
170	00	02	50	
171	00	07	53	
172	00	10	13	
167	00	22	38	
168	00	03	73	
165	00	04	58	
166	00	00	50	
2) Bagpanchami				
5	00	19	89	
6	00	00	12	
7	00	10	24	
12	00	04	62	
8	00	10	84	
10	00	19	38	
9	00	03	03	
17	00	15	39	

1	2	3	4	5
3) Balarampur	78 77 76 91 75 82 83 80 71 55 54	00 00 00 00 00 00 00 00 00 00 00	04 03 03 02 02 01 01 07 05 07 08	71 59 73 92 90 32 62 15 69 78 87
Mandal/Tehsil/Taluk:Baisinga		District:Mayurbhanj		State:Orissa
1) Kainphulia	135 136 209 205 210 211 198 212 231 213 238	00 00 00 00 00 00 00 00 00 00 00	01 12 30 17 09 15 02 21 16 02 01	65 02 34 17 62 67 39 16 56 09 81
2) Badagopalpur	462 399 400 398 396 392	00 00 00 00 00 00	20 17 21 01 28 36	35 22 00 01 85 79
3) Mahulapetana	89 95 93 92 94 91 83 82	00 00 00 00 00 00 00 00	04 04 05 03 02 06 15 04	09 17 55 35 48 00 17 23
4) Bachhuripada	533 534 662 532 698	00 00 00 00 00	15 00 11 03 00	49 12 40 76 94

1	2	3	4	5
4) Bachhuripada (Contd)				
	531	00	10	31
	529	00	17	04
	523	00	00	58
	528	00	11	73
	524	00	06	98
	525	00	04	96
	527	00	01	12
	370	00	02	36
	701	00	11	87
	311	00	14	16
	314	00	10	98
	293	00	03	45
	318	00	04	46
	317	00	03	05
	316	00	01	54
	319	00	13	89
	685	00	01	54
	321	00	07	19
	322	00	13	38
	291	00	00	10
	323	00	15	90
	675	00	11	41
	596	00	00	13
	677	00	04	80
	676	00	06	06
	194	00	02	15
	197	00	04	59
	196	00	21	16
	156	00	15	98
	679	00	14	99
	164	00	11	76
	163	00	00	25
	167	00	11	46
	166	00	00	10
	168	00	14	27
	169	00	16	22
	86	00	05	39
	173	00	00	10
	703	00	03	70
	85	00	02	07
	84	00	05	98

1	2	3	4	5
4) Bachhuripada (Contd)				
	83	00	04	73
	82	00	05	98
	81	00	01	43
	71	00	02	40
	70	00	08	48
	69	00	05	85
	68	00	07	37
5) Ambagadia	1667	00	01	43
	1668	00	18	39
	1679	00	04	25
	1681	00	05	05
	2008	00	03	75
	2009	00	02	87
	2007	00	04	25
	2010	00	00	10
	2012	00	11	65
	2013	00	05	90
	3594	00	18	61
	4094	00	41	23
	4091	00	02	46
	3596	00	08	89
	3588	00	22	99
	3602	00	08	71
	3586	00	15	59
	3580	00	05	58
	3603	00	25	11
	3579	00	07	97
	3604	00	03	52
	3605	00	38	01
	3608	00	00	21
	3607	00	01	19
	3606	00	01	96
	3514	00	08	32
	3422	00	10	47
	3421	00	00	72
	3418	00	01	76
	3417	00	13	23
	3416	00	29	57
	3402	00	02	43
	3409	00	10	53
	3408	00	11	89

1	2	3	4	5
5) Ambagadia (Contd)	3407	00	00	33
	3403	00	43	66
	3391	00	01	45
	3378	00	04	70
	3382	00	10	56
	3379	00	00	16
	3381	00	19	21
	3380	00	12	36
	3242	00	00	70
	3241	00	17	97
	3243	00	18	39
	3240	00	10	27
	3248	00	07	67
	3249	00	06	77
	3250	00	04	53
	3252	00	03	05
	3251	00	01	86
	3234	00	00	42
	3233	00	00	99
	3253	00	00	11
	3228	00	02	20
	3232	00	02	57
	3231	00	00	10
	3229	00	04	37
	3230	00	21	35
	3164	00	02	65
	3214	00	10	34
	3213	00	14	38
	3170	00	04	92
	3212	00	01	24
	3169	00	01	13
	3171	00	26	81
	3207	00	03	98
	3206	00	01	19
	3172	00	12	51
	3168	00	13	39
	3174	00	00	17
	3167	00	27	28
	3089	00	03	41
	3088	00	02	25
	3090	00	00	39
	3082	00	06	82
	3081	00	09	53
	3051	00	03	48
	3080	00	02	93
	4275	00	04	37
	3079	00	02	60
	3053	00	12	39
	3075	00	12	86
	3054	00	07	76

1	2	3	4	5
5) Ambagadia (Contd)	3071	00	01	03
	3070	00	08	21
	3055	00	21	36
	3069	00	00	36
	3068	00	00	56
	3059	00	01	88
	3057	00	03	18
	3058	00	07	11
	2553	00	15	79
	2552	00	10	86
	2551	00	02	85
	2550	00	01	96
	2549	00	04	84
	2541	00	08	29
	2542	00	02	89
	2536	00	07	49
	2532	00	00	18
	2531	00	06	52
	2530	00	03	01
	2528	00	05	22
	2527	00	07	37
	2494	00	02	26
	2495	00	27	12
6) Purunia	376	00	01	21
	377	00	10	27
	378	00	28	48
	379	00	07	75
	406	00	00	41
	405	00	09	64
	413	00	00	96
	415	00	20	89
	404	00	07	16
	402	00	02	47
	2742	00	00	70
	417	00	20	29
	2765	00	00	10
	439	00	08	16
	441	00	03	00
	442	00	06	30
	443	00	16	74
	446	00	12	74
	2581	00	04	14
	456	00	42	72
	2632	00	02	31
	453	00	08	70
	464	00	02	36

[F. No. L-14014/14/2011-G.P.]
K. K. SHARMA, Under Secy.

श्रम एवं रोजगार मंत्रालय

नई दिल्ली, 24 जनवरी, 2011

का.आ. 585.—ओद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बरसुवा आयरन माइन्स आर एम डी स्टील आयरटी ऑफ इंडिया लिमिटेड के प्रबंधतत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट ओद्योगिक विवाद में केन्द्रीय सरकार ओद्योगिक अधिकरण/श्रम न्यायालय, भुवनेश्वर-2 के पंचाट (संदर्भ संख्या 69/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 24-1-2011 को प्राप्त हुआ था।

[सं. एल-26011/8/99-आई आर (एम)]
रमेश सिंह, डेस्क अधिकारी

MINISTRY OF LABOUR AND EMPLOYMENT

New Delhi, the 24th January, 2011

S.O. 585.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 69/2001) of the Central Government Industrial Tribunal/Labour Court, Bhubaneswar-2 now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Barsua Iron Mines RMD SAIL and their workman, which was received by the Central Government on 24-1-2011.

[No. L-26011/8/99-IR (M)]

RAMESH SINGH, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT
BHUBANESWAR

Present : Shri J. Srivastava, Presiding Officer,
C.G.I.T.-cum-Labour Court,
Bhubaneswar.

Tr. INDUSTRIAL DISPUTE CASE NO. 69/2001

Date of Passing Award - 31st December 2010

Between:

The Management of the General Manager,
Barsua Iron Mines, RMD, SAIL,
Po. Tensa, Dist. Sundargarh.

... 1st Party-Management.

And

Their workmen represented through the
General Secretary, Bonai Mazdoor Sangh,
Po. Tensa, Dist. Sundargarh.

... 2nd Party-Union.

APPEARANCES:

M/s. B.P. Tripathy, : For the 1st Party-
Advocate. Management.

Shri Arjun Sahu, : For the 2nd Party-
Secretary, BMS. Union.

AWARD

The Government of India in the Ministry of Labour has referred an industrial dispute existing between the employers in relation to the management of Barsua Iron Mines, RMD, SAIL and their workmen in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 vide their letter No. L-26011/8/99-IR(M), dated 24/29-12-1999.

2. The dispute giving rise to the present reference is mentioned below.

"Whether the action of the management of Barsua Iron Mines of RMD, SAIL in not paying canteen allowances to the workmen and employees of the mines at par with the workmen and employees of Meghababuru, Kiriburu, Bhawanathpur and RMD headquarters, Calcutta office employees is justified? If not, to what relief the workmen/employees are entitled?"

3. The 2nd Party-Union representing the workmen submitted its statement of claim wherein it has been stated that the 2nd Party-Union is a registered trade Union affiliated to Bharatiya Mazdoor Sangh and is operating at Barsua Iron Mines and represents the majority of the workmen employed in the said mines. The 1st Party-Management is a public sector undertaking under the Raw Materials Division, a unit of Steel Authority of India Limited. Initially the different steel plants under SAIL namely Rourkela Steel Plant, Bhilai Steel Plant, Durgapur Steel Plant, Bokaro Steel Plant etc. had their captive mines to produce and supply raw materials required for production of steel in the said steel plants. Barsua Iron Mines was one of the captive mines of Rourkela Steel Plant at Rourkela till 1990. Later on SAIL created a separate unit called Raw Materials Division and most of the captive mines of different steel plants under SAIL including the captive mines of RSP were transferred and brought under the administrative control of RMD with its headquarters at Calcutta. Thus the services of all the employees of Barsua Iron Mines were placed under Raw Materials Division with effect from 1-5-1990 without any change in their service conditions. Under the relevant statute the steel plants and the mines are to provide and maintain canteens for the use of their employees. Therefore canteen set-up was established as per approved specifications and food items, snacks etc. were supplied on non-profit basis. Later, on the plea of cost control the different units of SAIL including mines started withdrawing the facilities provided in the departmental canteens unilaterally. The number of food items and snacks were reduced and

the standard was deteriorated. The employees had no choice for food items because of very limited items supplied in the canteen and their poor quality. Resultantly the Unions in different units including the 2nd Party-Union started demanding canteen allowance in lieu of canteen facilities. Although different units of SAIL including the mines under Raw Materials Division and its headquarters at Calcutta granted canteen allowance to their employees, but the 1st Party-Management did not pay any heed to the rightful demands of its employees. Because of callous attitude of the 1st Party-Management, the 2nd Party-Union had no other alternative but to raise an industrial dispute. The conciliation officer tried his best for an amicable settlement, but the conciliation proceedings ended in failure and the matter under dispute was referred for adjudication. The different mines of Raw Materials Division and its headquarters at Calcutta are paying canteen allowances as under.

(a) RMD Head Quarters	... Rs. 12.00	}
(b) Maghataburu	... Rs. 15.50	Per day
(c) Kiriburu	... Rs. 15.50	actual
(d) Bhawanathpur	... Rs. 15.50	attendance

4. The denial of canteen allowance to the 2nd Party-workmen at par with the employees of other mines and RMD headquarters is highly illegal, arbitrary and discriminatory. During pendency of this reference the 1st Party-Management most clandestinely and hurriedly signed the settlement behind the back of the 2nd Party-Union for payment of Rs. 6 per day of actual working days as canteen allowance which is lower than the amount paid to the similarly situated workers in other mines or mines of the RMD headquarters. It is interesting to note that the employees of RMD headquarters at Calcutta, who have no contribution for production in mines and only perform coordinating job and office work are paid canteen allowance at Rs. 12 per day. The Raw Materials Division being one of the units of SAIL with different mines under its control denying the workers of Barsua Iron Mines the benefits of canteen allowance at par with other mines and RMD headquarters at Calcutta amounts to discrimination and anti labour practice. Therefore the 2nd Party-workmen are entitled to canteen allowance at par with the above mines and RMD headquarters at Calcutta from the date the employees of the said mines have been granted the said benefits.

5. The 1st Party-Management filed reply through its written statement stating that the captive mines of Meghataburu, Kiriburu, Bhawanathpur then under the administrative control of Bokaro Steel Plant, Barsua Iron Mines, Kalta Iron Mines, Purnapani Limestone and Dolomite Quarry under the administrative control of Rourkela Steel Plant and Bolani Ores Mines under the administrative control of Durgapur Steel Plant were kept under the administrative control of Raw Materials Division. Against the decision to place the administrative control of the mines under Raw Materials Division, the operating unions of

Rourkela Steel Plant namely Rourkela Shramik Sangh and Rourkela Mazdoor Sabha filed writ petitions in the High Court of Orissa which were dismissed. During the pendency of the writ petition the 1st Party-Management was under compulsion to follow the policy/rules of Rourkela Steel Plant to avoid any contempt of court. Under the Mines Act, 1952 the Management is statutorily required to run canteen to provide tea, snacks and food items on subsidized rate to the workmen of the establishment. With the running of canteen, no canteen allowance was being paid to the employees. The 2nd Party-Union has no mass following whereas Rourkela Mazdoor Sabha, another recognized Union of Barsua Iron Mine is having sizeable number of followers in the mines. Both the aforesaid Unions demanded canteen allowances for the workmen engaged in the establishment of the 1st Party-Management. After having several discussions with the recognized Union canteen allowance at the rate of Rs. 6 per day was settled to be paid to the employees in lieu of the canteen facilities with effect from 1-4-2000 and the employees have received payments on this score. The Rourkela Steel Plant had in fact introduced canteen allowance at the rate of Rs. 6 per day with effect from 1-4-1999. The same was taken as basis of settlement for Barsua Iron Mines, Kiliburu Iron Mines and Purunapani Lime & Dolomite Quarry mines. The erstwhile captive mines of the steel plants were enjoying the benefits attached to their respective steel plants. The conditions of service of the employees working therein are different from mine to mine based on the plant to which they are attached as captive mines. Settlement with the recognized Union on the issue cannot be said to be high handed attitude of the 1st Party-Management and anti labour practice. The Management of Barsua Iron Mines has no say over the affairs of KIOM, MIOM, Bhawanathpur, and Head Quarters of RMD at Calcutta. The reference is thus not maintainable under the Industrial Disputes Act as there is no demand and refusal to constitute a dispute.

6. In its rejoinder the 2nd Party-Union has challenged the authority of the Rourkela Mazdoor Sabha to enter into settlement on the ground that it was granted recognition by the Rourkela Steel Plant about 20 years back. Recognition status under the Code of Discipline is granted to the Union having majority support for a period of two years after which fresh verification of membership is done to ascertain the majority support and fresh recognition is granted. Therefore, verification of membership under the secret ballot has to be done after every two years as per instructions from the Government of India. Hence recognition granted to Rourkela Mazdoor Sabha after two years is not valid. The 1st Party-Management has not taken any steps for verification of membership of the Union. The said Union is neither a recognized Union in the eye of law nor it has majority support. The employees of different mines hold transferable post. As such if an employee is transferred in Kiriburu, Meghataburu and Bhawanathpur mines which are paying canteen allowance in the name of canteen subsidy at the rate of Rs. 15.50 per

day as per actual attendance will be financially benefited and if the employee from the aforesaid mines is transferred to Barsua Iron Mines he will suffer financial loss.

ISSUES

7. Following issues were settled on the pleadings of the parties for adjudication.

1. Whether the reference is maintainable?
2. Whether the action of the Management in not paying canteen allowances to the workmen and employees of the mines at par with the workmen and employees of Meghababuru, Kiriburu, Bhawanathpur and RMD Headquarters, Calcutta office employees is justified?
3. If not, to what relief the workmen/employees are entitled?
4. From the side of the 2nd Party-Union one Pravakar Mallick has been examined as W.W.I and documents exhibited as 1 to 10 have been filed and proved.
5. The 1st Party-Management has filed Sworn Affidavit of Shri R. K. Das, Senior Manager (Vigilance) in evidence and filed six number of documents proved and exhibited as Ext. A to B/03.

FINDINGS

Issue No. I

10. The 1st Party-Management has challenged the maintainability of the reference in its written statement on the grounds firstly that no constituents of demand and refusal exist here in this case to constitute a dispute under the Industrial Disputes Act, 1947 and secondly, that the 1st Party-Management is not concerned with the affairs of KIOM, MIOM, Bhawanathpur and RMD Head Quarters at Calcutta. So far as the first ground is concerned it holds no good as the 1st Party-Management has itself admitted in Para- 7 of its written statement that the 2nd Party-Union and Rourkela Mazdoor Sabha, the recognized Union demanded canteen allowance in respect of workmen engaged in the establishment of the 1st Party-Management. Therefore it cannot be said that there was no demand for canteen allowance from the side of the 2nd Party-Union and subsequent refusal by the 1st Party-Management to grant canteen allowance which ultimately gave rise to conciliation and then referral of dispute to this Tribunal. The second ground is also not valid one as the 2nd Party-Union is simply demanding canteen allowance at par with KIOM, MIOM, Bhawanathpur and RMD Head Quarters at Calcutta which are similarly situated. In this view of the matter it is held that the reference is maintainable before this Tribunal. This issue is decided against the 1st Party-Management.

Issue No. II

Undisputedly before the year 1990 different units of SAIL i.e. Steel Plants had separate captive mines under their administrative control. In the year 1990 captive mines

were taken back from the administrative control of the Steel Plants and placed under the Raw Materials Division. The captive mines at Meghababuru, Kiriburu, and Bhawanathpur under the administrative control of Bokaro Steel Plant, Barsua Iron Mines, Kalta Iron Mines, Purunapani Lime Stone & Dolomite Quarry under the administrative control of Rourkela Steel Plant and Bolani Iron Mines under the administrative control of Durgapur Steel Plant were kept under the Administrative control of Raw Materials Division. All the mines were having independent establishments. The erstwhile captive mines of the plants are so far enjoying the benefits attached to their respective Steel Plants. The Rourkela Steel Plant had in fact introduced canteen allowance at the rate of Rs. 6.00 per day with effect from 1-4-1999. The same was taken as basis of settlement for Barsua Iron Mines, Kiriburu Iron Mines and Purunapani Lime Stone and Dolomite Quarry Mines. After negotiation with the recognized Union the canteen allowance was introduced in the establishment of the 1st Party-Management with effect from 1-4-2000 in lieu of subsidized facilities. The 1st Party-Management has no say over the affairs KIOM, MIOM, Bhawanathpur and RMD Head Quarters at Calcutta.

12. The 2nd Party-Union has claimed canteen allowance at par with the workmen of other mines i.e. Meghababuru, Kiriburu, Bhawanathpur and RMD headquarters at Calcutta from the date the employees of the said mines have been granted the same benefit. The 2nd Party-Union has quoted the rates of canteen allowance at different mines and offices in Paragraph-6 of their Statement of claim which are given below:—

(a) RMD Head Quarters	... Rs.12.00
(b) Maghababuru	... Rs. 15.50 Per day
(c) Kiriburu	... Rs.15.50 actual
(d) Bhawanathpur	... Rs. 15.50 attendance

13. W.W. I, Pravakar Mallick deposed to the same effect in his statement before the Tribunal. He also stated that a sum of Rs. 10.60 per day is being paid to the workers of Bolani Iron Mines. According to the 2nd Party-Union the different rates of canteen allowance being paid to different captive mines is not only illegal and arbitrary but also discriminatory. The contention of the 1st Party-Management is that the conditions of service of employees working in different captive mines are different from mine to mine based on the plant to which they are attached. Therefore this difference cannot be said to be arbitrary or discriminatory. But here it has to be seen as to parity with which rate of canteen allowance is being claimed by the 2nd Party-Union when rates of canteen allowance at RMD Headquarters at Calcutta is said to be Rs. 12.00 per day of actual attendance whereas at Meghababuru, Kiriburu, Bhawanathpur the rates are Rs. 15.50 per day of actual attendance and at Bolani Ore Mines it is Rs. 10.60 per day. The 1st Party-Management has led the evidence of Shri R. K. Das who has stated that in Rourkela Steel Plant canteen allowance has been raised from Rs. 6.00 to

Rs. 15.00 with effect from 1-4-2005. The same is applicable to Barsua Iron Mines along with other mines under the administrative control of RMD including RMD, Rourkela and Liason Office, RMD, Bhubaneswar. Ext. B/2 is the circular (order) of the Senior Manager (Personnel) of SAIL, RMD, Kolkatta dated 27-4-2005 with regard to the enhancement of canteen expenses from Rs. 6.00 to Rs. 15.00 with effect from 1-4-2005. Therefore only a difference of 0.50 paise remains to be achieved as canteen allowance by the 2nd Party-Union which is being paid in excess to the employees of captive mines of Meghataburu, Kiriburu and Bhawanathpur. Since canteen allowance at RMD Headquarters is being paid at the rate of Rs. 12.00 per day of actual attendance and parity with different rate of canteen allowances has been claimed by the 2nd Party-Union, it is not clear whether parity at the rate of RMD Headquarters or parity at the rate of Meghataburu, Kiriburu, Bhawanathpur Mines which are paying Rs. 15.50 per day of actual attendance is to be granted to the 2nd Party-Union? The 1st Party-Management has raised this issue by saying that when there is no parity in payment of canteen allowance in the mines and RMD Headquarters with whom the 2nd Party-workmen claim parity the claim of the 2nd Party-Union cannot be allowed being untenable. Hence, there is no specified demand in the eye of law. The contention holds good. How can parity be granted when there is no parity in payment of canteen allowance in various captive mines? Thus the demand of parity itself becomes fallacious and redundant. Therefore the action of the 1st Party-Management in not paying canteen allowance to the 2nd Party-workmen and employees of the mines at par with the workmen and employees of Meghataburu, Kiriburu, Bhawanathpur Mines and RMD headquarters, Calcutta office employees cannot be described as illegal, unjustified, arbitrary and discriminatory. This issue is accordingly decided against the 2nd Party-Union.

Issue No. III

14. In view of the findings given under Issue No. II the 2nd Party-workmen are not entitled to the relief claimed.

15. Reference is answered accordingly.

Dictated & Corrected by me.

J. SRIVASTAVA, Presiding Officer

नई दिल्ली, 24 जनवरी, 2011

का.आ. 586.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मुम्बई पोर्ट ट्रस्ट के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, मुम्बई-2 के पंचाट (संदर्भ संख्या 41/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 24-1-2011 को प्राप्त हुआ था।

[सं. एल-30011/28/2001-आई आर (एम)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 24th January, 2011

S.O. 586.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 41/2002) of the Central Government Industrial Tribunal/Labour Court, Mumbai-2 now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Mumbai Port Trust and their workmen, which was received by the Central Government on 24-01-2011.

[No. L-30011/28/2001-IR (M)]

RAMESH SINGH, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL No. 2, MUMBAI.

PRESENT : K. B. KATAKE, Presiding Officer

REFERENCE No. CGIT-2/41 OF 2002

EMPLOYERS IN RÉLATION TO THE MANAGEMENT
OF MUMBAI PORT TRUST

The Chairman,
Mumbai Port Trust,
Shoorji Vallabhdas Road,
Ballard Estate,
Mumbai 400 038.

AND

Their Workmen

The Secretary,
Transport and Dock Workers Union,
P. D'mello Bhavan,
P. D'mello Road, Carnac Bunder,
Mumbai-400 038.

APPEARANCES:

For the Employer : Mr. M. B. Anchani, Advocate.

For the Workmen : Mr. J. H. Sawant, Advocate.

Mumbai, dated 12th November, 2010.

AWARD

The Government of India, Ministry of Labour & Employment by its Order No. L-31011/28/2001-IR(M) dated 1-5-2002 in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2 (A) of Section 10 of the Industrial Disputes Act, 1947 have referred the following industrial dispute to this Tribunal for adjudication:

“Whether the action of the management of Mumbai Port Trust in recovering compensation towards non-vacation of quarters in respect of 7 employees namely S/Sh. D. Y. Sarode, Tindel, K. M. Pojari, Hatch Usman, Dock Clerk and Krishna T. Salian, Tindel is legal and justified? If not, what relief the workmen are entitled to?”

2. Claim Statement is filed by the second party through its Joint Secretary at Ex.-7 stating and contending that, the Management first party unlawfully and unauthorisedly recovered from the wages, arrears payment and settlement dues in respect of these concerned seven workmen the following amount on the plea of recovery of compensation for alleged unauthorised use and occupation or erstwhile BDLB quarters by these workmen viz D.Y. Sarode Rs. 30,849.80, K.M. Pujari Rs.20,942.87, R. S. Jaiswal Rs. 71,326.96, Sitaram Mahangi Rs. 26,693.03, S.M. Jadhav Rs. 39,163.78, Shaikh Usman Rs.1,49,928.48 and Krishna T. Salian Rs.45,201.54. It is case of the second party Union that the action of the management in recovering the above amounts from the wages, arrears payments and from the settlement dues in respect of the above named workmen is illegal and unjustified and is in violation of principles of natural justice, in contravention of the provisions made under the Industrial Disputes Act, 1947 as well as Payment of Wages Act, 1936. It is case of the second party union that, it amounts to unfair labour practice on the part of the Management. According to them, the said workmen are entitled to receive the said amounts with 18% interest and officers of the management responsible for such unauthorized and unlawful deductions are liable for severe punishments. It is therefore, prayed by the second party Union to hold the action of the first party in recovering the above amounts as illegal and unjustified and the concerned workmen are entitled to receive the said amounts with 18% interest thereon and the officers responsible for such recoveries are liable to be penalized heavily.

3. First party resisted the statement of claim vide their written statement Ex-8 stating and contending that the concerned workmen were allottees of residential quarters at Ex-Bombay Dock Labour Board Colonies. They sub-let their quarters to other employees/outsiders and thus violated the provision of Regulation 21 of the MBPT Employees' (Allotment and Occupancy of Residential Regulation) 1975. It is case of the first party that said workmen were only licensee and not tenants and hence they were liable to vacate the respective quarters after the order of cancellation. It is case of the first party, before ordering them to vacate the quarters, notices of cancellation of allotment of quarters were issued to each of them as required under the regulations indicating that on failure to deliver up the vacant possession of the quarters allotted to them, they shall have to pay compensation for use and occupation of quarters from the date on which the cancellation became effective till the date of actual vacation at the rate fixed for the same. It is case of the first party that inspite of the receipt of cancellation notices, the employees continued to stay in the quarters unauthorisedly. It is case of the first party that these employees overstayed in the quarters. Therefore, recovery of compensation for use and occupation of the residences and other charges were deducted from their salary, as direct recovery of compensation for unauthorized use and occupation of quarters and other charges as

permissible in terms of notices of cancellation, as permissible under clause (D) of sub-clause (2) of Section 7 of the Payment of Wages Act, 1936. It is case of the first party that, the Bombay Dock Labour Board had merged with the Mumbai Port Trust on 1-3-1994 and on merger, the registered workers of the Ex. BDLB were absorbed with the Mumbai Port Trust and that upon absorption as a separate entity the BDLB employees/registered workers would accept all the conditions of employment as are presently applicable to the employees of the Mumbai Port Trust in all respects including overtime and house rent allowances, recovery of rent etc. and they will be subject to all rules, bye-laws, regulations of service conditions applicable to the regular employees of Mumbai Port Trust in terms of clause (i) and (xviii) of the Memorandum of settlement dated 25-1-1994 and clauses (vii) and (viii) of the Memorandum of Agreement dated 13-12-1991.

4. It is case of the first party that Ex-BDLB employees on absorption are governed by the same set of rules and regulations of the Mumbai Port Trust and in 1997, this Tribunal by its judgement dated 28-11-1997 dismissed some applications under Section 33 C (2) of the Industrial Disputes Act, 1947, filed by Ex-BDLB employees in application Nos. LC-2/8,9,10 and 11 of 1995 for getting overtime for working beyond 6 & 1/2 hours per day and for monetary benefits for working on Saturdays and Sundays which are paid holidays as not maintainable upholding the contentions of the Port Administration that the employees of the erstwhile Bombay Dock Labour Board are to accept all the conditions of employment as are applicable to the employees of MBPT in all respects in accordance with the four clauses mentioned herein. It is case of the first party that the unauthorized occupation of quarters after cancellations of the same and refusal to pay compensation for use and occupation of quarters and other charges, therefore, is essentially a misconduct on the part of the employees. It is contended by the first party that the matter of recovery of compensation for unauthorized overstaying by the employees was not referred to the Estate Officer under Section 7 of the Public Premises (Eviction of unauthorized occupations) Act, 1971. It is further contended by the first party that direct recovery of compensation for unauthorized use and occupation of quarters and other charges is permissible in terms of Regulation 21 of the MBPT Employees (Allotment & Occupancy of Residential) Regulation, 1975. It is therefore, contended by the first party that it has recovered the compensation from employees concerned in the above reference after following all the rules and regulations applicable to the MBPT Employees and is therefore, legal and justified and such deductions are also permissible under clause (d) of sub-section (2) of Section 7 of the Payment of Wages Act, 1936 and its action is legal and justified and pray that the reference be rejected.

5. Rejoinder is filed by the Joint Secretary of the second party Union at Ex.-9 repeating the same story as made in Claim Statement and denying the contentions

raised by the first party in their Written Statement which are contrary to the statement of claim.

6. In view of the above pleadings, following issues were framed by my Learned Predecessors at Ex-10, which I answer as under:

Issues

1. Whether the action of the management of Mumbai Port Trust in recovering compensation towards non-vacation of quarters in respect of 7 employees namely S/Sh. D.Y. Sarode, K. M. Pujari, R. S. Jaiswal Sitaram Mahangi, S. M. Jadhav, Shaikh Usman and Krishna T. Salian is legal and justified?

2. What relief the workmen are entitled?

Reasons

Issue No. 1:

7. In the case at hand, the seven workmen were admittedly in the service of Mumbai Port Trust. They were allotted residential quarters. During the course of surprise inspection, it was found that these workmen have sub-let their respective quarters to some others. Therefore, the management of Mumbai Port Trust have cancelled the allotment and asked the respective workmen to pay the charges for occupying the quarters even after cancellation of their respective allotments. It is a fact that, as these workers have not deposited the charges of the quarters, the management deducted the charges from their wages and arrears of payment. According to the workmen, the said recovery of compensation for alleged unauthorized use and occupation of BDLB quarters was illegal action on the part of the management. According to them, neither they were served with show cause notice nor any opportunity of hearing was given to them. It amounts to violation of principles of natural justice. In this respect, the learned advocate for the management has submitted with list Ex-20 page Nos. 1 to 16 the copies of the notices with signature/thumb impression of the respective workman for having received the show cause notice. From these office copies of the notices it is clear that show cause notices were given to the respective workmen. After hearing the workmen, the concerned officer cancelled the allotment of respective workers. Thereafter the order of cancellation was also served on each of the workers and they were directed to pay the compensation for occupying the quarters unauthorisedly after the order of cancellation. The cancellation orders were served on the workmen. Office copies thereof are with list Ex-19 page 1 to 13. Some of the employees have made application to the President of Mumbai Port Trust and requested to cancel the orders of cancellation of residential quarters. Their representation/appeal to Chairman/President, Mumbai Port Trust copies thereof is on record with Ex-19 of page 15 to 18. The Chairman has dismissed their appeals.

8. From the facts and circumstances on record, it is revealed that the residential quarters allotted to the respective workers, were found occupied by some others

therefore, these seven workmen were served with show cause notices. After hearing them, the order was passed and their respective allotments were cancelled. Four of the workers have preferred appeals. The copies of their appeals are at Ex-19 page 15 to 18. Their appeals were also dismissed. In this background, the plea of the workmen does not stand to the reasons that they were not served with notice and no opportunity was given to them of being heard. There was no violation of principles of natural justice. The inquiry was just and proper.

9. For the facts and circumstances on record, it is also revealed that these workers have retained possession of their quarters even after cancellation of their respective allotment. Therefore, they were liable to pay the compensation and water charges, etc. to the Mumbai Port Trust. In the circumstances, I hold that the action of management of Mumbai Port Trust is just and proper. Therefore, it needs no interference. Accordingly, I decide issue no. 1 in the affirmative. Consequently I hold that the workmen are not entitled to any relief. Accordingly I decide issue no. 2 in the negative and proceed to pass the following order:

ORDER

The action of the management of Mumbai Port Trust in recovering the compensation from their seven employees referred above is just, proper and legal.

Dated 12-11-2010

K. B. KATAKE, Presiding Officer

नई दिल्ली, 24 जनवरी, 2011

का.आ. 587.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार जवाहर लाल नेहरू पोर्ट ट्रस्ट के प्रबंधतांत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/प्रम. न्यायालय, मुम्बई 1 के पंचाट (संदर्भ संख्या 16/94) को प्रकाशित करती है, जो केन्द्रीय सरकार को 24-1-2011 को प्राप्त हुआ था।

[सं. एल-31011/30/92-आई आर (एम)]
रमेश सिंह, डेस्क अधिकारी

New Delhi, the 24th January, 2011

S.O. 587.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 16/94) of the Central Government Industrial Tribunal/Labour Court, Mumbai now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Jawahar Lal Nehru Port Trust and their workmen, which was received by the Central Government on 24-1-2011.

[No. L-31011/30/92-IR (M)]
RAMESH SINGH, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL No. 1, MUMBAI.

JUSTICE G. S. SARRAF, Presiding Officer

REFERENCE No. CGIT-16 of 1994

Parties : Employers in relation to the management of
Jawaharlal Nehru Port Trust

AND

Their Workmen

APPEARANCES:

For the Management : Shri S. Amdoskar
Management Representative

For the Union : Shri. J. P. Sawant, Advocate

State : Maharashtra

Mumbai, dated 29th day of December, 2010

AWARD

This is a reference made by the Central Government in exercise of its powers under clause (d) of sub-section 1 of Section 10 of the Industrial Disputes Act, 1947 (The Act for short) vide Government of India, Ministry of Labour, New Delhi Order No. L-31011/30/92-IR(Misc) dt. 20-1-1994. The terms of reference given in the schedule are as follows :

“Whether the action of the management of Jawaharlal Nehru Port Trust in not absorbing the workmen as per the Annexure A-J on the permanent roll of the J.N.P.T. and thus depriving them of their wages and other service conditions applicable to regular workmen is legal and justified? If not, what relief the workmen are entitled to ?”

2. An application has been filed on behalf of the representative of the workmen wherein it has been stated that the management constituted a Committee of Trustees of J.N.P.T. in connection with regulation of service conditions of contract labour deployed in J.N.P.T. and the Committee of Trustees has submitted its report on 21-3-2005 and the Management has accepted the said report and the dispute is otherwise resolved. It has therefore, prayed that the reference may be disposed of for want of prosecution.

3. Learned counsel for the Management has no objection.

4. In view of the prayer made on behalf of the workmen, this reference stands disposed of for want of prosecution.

JUSTICE G. S. SARRAF, Presiding Officer

नई दिल्ली, 24 जनवरी, 2011

का.आ. 588.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) को धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स कैलाश

स्टोन वर्क्स मैसर्स आर. आर. एस. एण्ड कम्पनी के प्रबंधतंत्र के संबंद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, पटना के पंचाट (संदर्भ संख्या 5(सी)/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 24-1-2011 को प्राप्त हुआ था।

[स. एल-29011/44/2006-आई आर (एम)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 24th January, 2011

S.O. 588.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award [Ref. No. 5(c)/2006] of the Central Government Industrial Tribunal/Labour Court, Patna now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Kailash Stone Works M/s. R.R.S. & Co. and their workmen, which was received by the Central Government on 24-01-2011.

[No. L-29011/44/2006-IR (M)]

RAMESH SINGH, Desk Officer

ANNEXURE

BEFORE THE PRESIDING OFFICER, INDUSTRIAL TRIBUNAL, SHRAM BHAWAN, BAILEY ROAD, PATNA

REFERENCE CASE No. 5(C) of 2006

Between the Management of M/s. R.R.S. & Company and M/s. Kailash Stone Works, Rep. by Sh. Rochal Das, Sindhipara, Pakur and their workmen represented by the General Secretary, Quarry Workers Union, P.O. & Dist. Pakur, Jharkhand, Pakur.

For the Management : Shri D. K. Jha & Shri Birendra Kumar Jha Vice President and Assistant Secretary of Traders & Manufacturers Association, Bihar.

For the Workmen : Shri Subash Chandra Ray & Shri Sunil Kumar Singh, Representatives of the Quarries Worker's Union, Pakur.

Present : Shri Harish Chandra Singh, Presiding Officer, Industrial Tribunal, Patna.

AWARD

Patna, dated the 22nd December, 2010

By adjudication order No. L-29011/44/2006 IR(M) dated 14-09-2006, the Govt. of India, Ministry of Labour, New Delhi in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section(2A) of Section 10 of Industrial Disputes Act, 1947 (hereinafter called 'the Act' for brevity) has referred the dispute between the management of M/s. R.R.S. & Company and M/s. Kailash

Stone works, Rep. by Sh. Rochal Das, Sindhipara, Pakur and their workmen represented by the General Secretary, Quarry Workers Union, P.O. & Distt. Pakur, Jharkhand-Pakur to this Tribunal for adjudication on the following :

“Whether the action of the management of M/s. Kailash Stone Works and M/s. R.R.S. & Co. Pakur in terminating the services of 32 workmen i.e. S/Sh. Rajat Purotihar and 31 others (As per list attached) and non-payment of legal dues is justified? If not, to what relief the workmen are entitled to ?”

2. On notice workmen through General Secretary, Quarries Worker's Union, Pakur, Jharkhand appeared and filed their written statement. Management also appeared and filed their written statement. The case of the workmen is that all the 32 workmen (Rajat Purotihar and 31 others as per list attached with the reference) had been working for M/s. Kailash Stone Works and M/s. R.R.S. & Company, Pakur for 5 to 35 years continuously. They were discharging their respective duties and responsibilities, diligently and honestly. The management stopped the payment of Bonus in the year, 2000. Later on from the month of June, 2005 payment of monthly salary of these workmen was also stopped. However inspite of oppressing and harassing attitude of the management of workmen continued to work. Several request for salary and other dues were made to the management but no heed was paid by the management. Finding no other way the workmen approached their union, called Quarries Worker's Union, Pakur. The said union raised an Industrial Dispute before the Regional Commissioner (Central Govt.) by their letter No. 2058/05 dated 28-12-2005. A letter bearing No. 2061/05 dated 31-12-2005 was also sent by the union to the management requesting them to pay Bonus and monthly salary, which was due the workmen. On the basis of letter No. 2058/05 dated 28-12-2005, Regional Commission (Central), Patna started conciliation proceeding and sent notice to the management and the union for conciliation proceeding. The management did not attend the conciliation proceeding for two dates and on 3rd date management appeared and contended that relevant documents relating to the workmen which were sought by the Regional Commissioner by his letter 2/54/2005-RRC dated 31-1-2006 were burnt. The Regional Commissioner could not be able to decide the matter due to non-co-operation by the management and lastly the Regional Commissioner forwarded the dispute to the secretary to the Government of India, Ministry of Labour, New Delhi, who ultimately referred the matter to this Tribunal for adjudication. Further case of the union is that management had not been contributing to the Provident Fund of the several workmen. Further the case of the union is that management had given a written undertaking to the union on 4-7-2005 to pay all the dues of the workmen till 9-7-2005, but that obligation was not fulfilled. Subsequently an additional Written Statement was filed on behalf of the workmen through the General

Secretary of the union. In this additional written statement it was stated that termination on of service of these workmen by the management is illegal and arbitrary act of the management. With the view to give a colour of justification to the illegal termination of these workmen the management began to proclaim falsely that these workmen have resigned from their post. The case of the workmen is that one A. C. Pandey alias Ashim Pandey alias A. K. Pandey procured the signature of workmen on several blank papers saying that he would persuade the management to give their due Bonus and salary and later on the said blank papers were fraudulently manipulated and fabricated as so called resignation letter of these workmen. The case of the workmen is that their signatures were obtained by said A. K. Pandey on blank papers in deceitful and fraudulent manner assuring them that these papers would be used to persuade the management for settlement of their dues. But these papers were converted deceitfully and fraudulently as so called resignation letter. Further the case of the workmen is that later on A. K. Pandey began to proclaim that he is Chairman of Jharkhan Mazdoor Morcha. This is speceific case of the workmen that they never authorised A. K. Pandey or Jharkhan Mazdoor Morcha for representing them in the dispute with the management. It is alleged that said A. K. Pandey is Agent of the management and presenting himself as Agent of the management he fraudulently persuaded the workmen to believe that he was sympathetic to them and was trying to solve their problems and thus obtained the signature of the workmen on the blank papers and letter on manoeuvred deceitfully those paper to help the management. The case of the workmen is that they never resigned from their services and their termination is illegal.

3. The case of the management as stated in their written statement is that the workmen themselves tendered their resignation from service on 12-11-2005 and left working since then. Thereafter workmen got their cases espoused through their union namely Jharkhand Mazdoor Morcha, Pakur before the Regional Commissioner(C), Patna vide union's letter dated 19-11-2005. Subsequently there was a Bipartite Settlement between the workmen and the management on 23-11-2005 for payment of all legal dues of the workmen. Workmen received 1st instalment of legal dues on 23-11-2005 to tune of Rs. 1,50,000.00 (Rs. one lac fifty thousand) only. Subsequently the management made payment of four more instalments of legal dues on 13-3-2006 & 20-5-2006. According to Bipartite Settlement dated 23-11-2005 there was an agreement that the management would clear all legal dues to each staff. Rs. 1,50,000.00 was to be given as 1st instalment and rest payment of Rs. 1,00,000.00 was to be paid in the first week of every month till their all legal dues were clear. A period of 18 months was fixed for this purpose. All the workmen signed the Bipartite Settlement alongwith Sri A. C. Pandey, President of their union, who had espoused Industrial Dispute before the Regional Labour Commissioner (Central), Patna. The case of the

management is that management is willing and ready to fulfill their obligation arising out of Bipartite Settlement. After this Bipartite Settlement dated 23-11-2005 Regional Labour Commissioner (C), Patna was requested to close the case. The case of the management is that since Industrial Dispute was raised by Jharkhand Mazdoor Morcha, through its President Sri A. C. Pandey, there was hardly any justification for raising the same Industrial Dispute by another union, namely Quarries Worker's Union, Pakur. A plea has been taken in written statement that the claim of the workmen is hit by the principle of res judicata. There is no relationship of employer and employees between the management and the workmen in view of their resignation dated 12-11-2005, and Bipartite Settlement dated 23-11-2005 for payment of all legal dues. The case of the management is that workmen were not terminated from their service and this is not a case of termination of service because workmen themselves resigned from service on 12-11-2005. The workmen have committed fraud by raising Industrial Dispute after their resignation and settlement of their legal dues in Bipartite Settlement. Therefore the claim of the workmen is fit to be rejected. The management have denied the settlement made by workmen in each and every paragraph of their written statement specifically and insisted repeatedly that the workmen resigned on 12-11-2005 and there was Bipartite Settlement dated 23-11-2005 for payment of their legal dues. The allegations regarding non-payment of contribution towards Provident Fund of some of the employees has also been denied and it is submitted that this can not be subject matter of this reference. Another written statement has been filed by the management as rejoinder to the additional written statement filed by the workmen. It has been stated that workmen were member of Trade Union led by A. C. Pandey and all the allegations against him are false and mischievous.

4. On the basis of pleadings of the parties following points emerge in this case for decision :—

- (i) Whether termination of services of the 32 workmen is justified ?
- (ii) Whether non-payment of legal dues is justified ?
- (iii) To what relief the workmen are entitled to ?

5. At the very outset it was argued on behalf of the management that the reference itself is bad. There was no industrial dispute in existence. The Government made this reference in mechanical way without any application of mind. There was no material before the Government to indicate that there was any demand raised by the workmen or the union before management and refusal of the said demand by the management. I do not find any merit in this argument. Once a reference is made this tribunal has no jurisdiction to examine if the reference is bad or good. This tribunal can not go behind the reference. The tribunal is obliged to answer the reference. Moreover, this is a case of termination of service of 32 workmen by the

management. Firstly the management stopped the payment of salary to the workmen. Later on their services were discontinued under the garb of resignation. Workmen have challenged the genuineness of the resignation. Obviously, there is industrial dispute.

6. Firstly I take up the issue of termination of services of 32 workmen. The case of the management is that services of 32 workmen were not terminated. They resigned voluntarily on 12-11-2005 and stopped their work. They espoused their cases through their union namely Jharkhand Mazdoor Morcha, Pakur before the Regional Labour Commissioner vide letter dated 19-11-2005. Subsequently on 23-11-2005 there was a Bipartite Settlement and the management agreed to pay all their legal dues in instalments. Some instalments were paid by the management and received by the workmen. The case of the management is that this is not a case of termination of service but this is a case of resignation and workmen left their job voluntarily and now there is no relationship of Master and Servant between the company and the workmen. To the contrary the case of the workmen is that they did not resign. Resignation letter is not genuine and it is forged. Their case is that the management stopped payment to the workmen from the month of June, 2005. The workmen continued their work and kept requesting the management to pay their due salary but it was not heard. Workmen raised their grievance of non-payment of salary through their union called Quarries Worker's Union, Pakur. The management gave written undertaking to the union on 4-7-2005 that the management shall pay all the dues of the workmen till 19-7-2005. However the management failed to discharge the aforesaid undertaking. It is specific case of the workmen that the management in collusion with A.C. Pandey alias Ashim Pandey alias A. K. Pandey obtained the signature of the workmen on several blank papers in deceitful manner. Said A. C. Pandey alias Ashim Pandey alias A. K. Pandey said that he would persuade the management to give their salary and obtained signature of the workmen on blank papers. Later on these blank papers were deceitfully and fraudulently manipulated as resignation letter. This specific case of the workmen that they are not members of Jharkhand Mazdoor Morcha and said A. C. Pandey alias Ashim Pandey alias A. K. Pandey is not their leader rather he is agent of the management.

7. Thus in this case the factum of resignation is disputed. So called resignation letter has been produced by the management. There are two resignation letters. One is hand written and marked Ext. M. Two signatures thereon i.e. signatures of Tannu Shekh and Uttam Kumar are marked Exts. M/15 and M/20 respectively. Then there is another resignation letter. Signature of Raju Singh on that resignation letter is marked Ext. M/9. This resignation letter is computer printed letter. Hand written resignation letter bears signature and thumb impression of 38 workmen, whereas computer printed resignation letter bears the signature and thumb impression

of 41 workmen including the signature and thumb impression of those whose signature and thumb impression are already there on Ext. M. Existence of two resignation letters creates doubt about the genuineness of the resignation letters. The management has not explained as to how these two resignation letters came into existence. M.W.1 Vimalendra Kumar has proved resignation letter Ext. M. He has simply stated that there are signatures and thumb impression of the workmen on the resignation letters. But he has not stated that as to who wrote the contents of the resignation letters and whether workmen signed the same or put their thumb impression thereon in his presence. Another witness M.W.2 Dayal Das is owner of the company. His evidence is self contradictory. He has stated that workmen resigned voluntarily but in the second sentence he has stated that there was pressure of the management on the workmen to give resignation. In his cross-examination he stated that the resignation letter was in English. He did not know as to who typed the same. He did not verify the same from the workmen. Similar is the evidence of M.W. 3, M.W. 4 and M.W. 5 about resignation.

8. Workmen have examined 8 witnesses. W.W.1, Raju Singh, W.W.2-Ajramul Shekh, W.W.3-Tannu Shekh, W.W.4, Allimudin Shekh, W.W.5-Uttam Kumar Hazra, W.W.6, Zalwa Shekh, W.W.7, Mirrudin all are workmen. They have stated that they never resigned. They were not members of Jharkhand Mazdoor Morcha. Ashim Pandey alias A. C. Pandey alias A. K. Pandey was not their leader and their signature on resignation was obtained by fraud. W.W.1 Raju Singh admitted his signature Ext. M/9 but said that the signature was obtained fraudulently. W.W.2 Ajramul Shekh has stated specifically that he did not sign any resignation letter.

9. Evidence of W.W.8 Bijay Kumar is very important. He is Assistant Secretary of Quarries Worker's Union, Pakur. He has stated that his union i.e. Quarries Worker's Union, Pakur represented the workmen of R.R.S. & Kailash Stone Works. Bonus and salary of workmen was stopped by the management. Union office bearers and representatives of workmen met owner Dayal Das and Manager, Ramashankar. The management gave one undertaking in writing to make payment of all the dues within fifteen days and by 19-7-2005. They assured to make payment of Rs. 4,50,000.00 (Rs. four lacs fifty thousand) only. This assurance was given in writing and it was addressed to Dashrath Mishra, General Secretary, Quarries Worker's Union, Pakur. The assurance and undertaking given by the management in writing is Ext. W/1. photocopy of the same document has been marked Ext. W. However this commitment was not honoured. When the payment was not made, Dashrath Mishra wrote a letter to the Regional Labour Commissioner on 28-12-2005, copy of which is Ext. W/2. When the union's leader talked with the owner, he said that the workmen had resigned, union leader Dashrath Mishra requested the

owner to show the resignation letter. This request was made in writing vide letter dated 31-12-2005 (Ext. W/4). There was direction by the Regional Labour Commissioner to make payment by 12-1-2006 but the payment was not made. Again union wrote a letter to the Regional Labour Commissioner, on 17-1-2006, which is Ext. W/5. 12-1-2006 and 30-1-2006 were the dates fixed before the Regional Labour Commissioner, but the owner did not appear. Dashrath Mishra appeared for the workmen. A notice was sent by the Regional Labour Commissioner to the owner to produce documents.

10. It is obvious from the evidence of W.W.6 Vijay Kumar Jha that Quarries Worker's Union was representing the workmen of the industries under reference. The management gave written assurance to the General Secretary of the said union to make payment of dues of the workmen on 4-7-2000, which is Ext. W/1. Thus the plea of the management that workmen were represented by Jharkhand Mazdoor Morcha, Pakur can not be believed. A. C. Pandey or A. K. Pandey, according to the management espoused the cause of the workmen for the first time on 23-11-2005 and prior to that i.e. 12-11-2005 the workmen had electively resigned. Ext. W/1 is a document dated 4-7-2005 which clearly shows without any doubt that the interest of the workmen was being looked after by Quarries Worker's Union, Pakur and the management was also dealing with the same union. Therefore subsequently representation by another union and leader of another union appears to be doubtful and it appears to be only a story concocted by the management to take a defence that workmen resigned. The story of resignation appears to be doubtful and not credible for another reason also that so called resignation letter is not one resignation letter rather there are two resignation letters by the same set of workmen. One is handwritten and without any date. It is written in English. Another is computer printed. On this resignation letter dated 12-11-2005 is written by pen. Contents of both the resignation letters are same and identical with the same set of workmen. In the computer printed resignation letter four more names have been added by pen. In computer printed resignation letter there are names of 41 workmen but there are thumb impression and signature of the only 35 workmen. The existence of two resignation letters has not been explained by the management. Under this circumstances I am inclined to believe the plea of the workmen that their signature was obtained fraudulently, which was later on used to fabricate resignation letter. Therefore the resignation letter is not genuine.

11. It has been argued with emphasis by the management that after resignation when the workmen left the work and their cause was espoused by A. C. Pandey of Jharkhand Mazdoor Morcha, there was negotiation on 23-11-2005 and settlement in presence of A. C. Pandey, President of Jharkhand Mazdoor Morcha. That settlement is Ext. M/2. The management agreed to make payment of all legal dues of each staff @ Rs. 1,50,000.00 (Rs. one lac

forty thousand) only in instalments. First instalment was paid on same day and remaining instalments were paid later on. The management has proved a few signature of the workmen to show that payments were made. These signature are Ext.M/9 to M/21. I have already held in forgoing paragraph that workmen were being represented by Quarries Worker's Union, Pakur under the leadership of Dashrath Mishra. The management also recognised that union and gave written undertaking to that union in the month of July, 2005 to make payment of all the dues of the workmen. Therefore the story created by the management that Jharkhand Mazdoor Morcha and its President A. C. Pandey espoused the cause of the workmen in the month of November, 2005 and there was a settlement under his leadership can not be believed. It is important to mention here that said A. C. Pandey alias A. K. Pandey was named as a witness by the management in the list of witnesses submitted by the management but for the reasons best known to the management he was not examined. An attempt was made by the management to implead A. C. Pandey as party to this reference and send a notice to him. This prayer for addition of party to the proceeding was rejected by this Tribunal vide order dated 4-10-2007. Under these circumstances the story of resignation by the workmen on 12-11-2005 and subsequent settlement and agreement on 23-11-2005 can not be believed. On the very face of it the story brought forward by the management appears to be improbable. Why should all the workmen resignation without any reason and then after seven days espouse their cause through a leader. Then after five days (23-11-2005) there is a Bipartite Settlement and management not only agrees to make payment of all the dues of workmen but also makes payment of first instalment on the same date unbelievable fast and quick sequence of these events considered in the light of two resignation letters as also the part played by A. C. Pandey make whole story put forward by the management highly improbable.

12. It was argued on behalf of the management that the workmen were signatory to the Bipartite Settlement dated 23-11-2005 and the same is binding upon them. That settlement can not be challenged in this proceeding. The Bipartite Settlement can not be subject matter of this proceeding. I do not find any merit in this argument. In this case the Bipartite Settlement is not under challenged or in question. Bipartite Settlement in this case is not an admitted fact. The fact of Bipartite Settlement has been placed by the management as a defence to the reference in which termination of services of 32 workmen is in question. The case of the workmen is that so called Bipartite Settlement is a forged document prepared on the basis of signature of workmen obtained in deceitful manner and fraudulently. In such circumstances where Bipartite settlement is alleged to be a forged documents and there is evidence to that effect as such there is no question to rely upon the same.

13. It was argued on behalf of the management that the workmen in question were members of Jharkhand

Mazdoor Morcha under the leadership of A.C. Pandey and there is no evidence that they were member of Quarries Worker's Union. Therefore it was argued, Quarries Worker's Union has no legal right to raise the dispute. It was argued that no documentary evidence has been filed to prove that the workman in question were members of Quarries Worker's Union. This argument is also without any merit. The management dealt with the Quarries Worker's Union and gave written undertaking to Sri Dashrath Mishra of Quarries Worker's Union to pay all the dues of the workmen in question by 19-7-2005 vide Ext.W/1. This document is evidence of the fact that Quarries Worker's Union was recognised by the management and that union was representing the cause of the workmen in question.

14. It was argued on behalf of the management with reference to Ext.M/9 to Ext.M/21 that settlement dated 23-11-2005 between the management and workmen was acted upon. Payments were made in accordance with Bipartite Settlement and the same were accepted by the workmen. Signature of some of workmen in lieu of receipt of money have been proved. It was argued on behalf of the management that having received money in the light of Bipartite Settlement dated 23-11-2005, the workmen have accepted the position that they have resigned and that they are not in the service of the company. Thus they have accepted the fact of severance of the relationship of Master and Servant between the company and the workmen. As I have already held in forgoing paragraph that according to the workmen, A.C. Pandey took their signature on several papers fraudulently and in deceitful manner which were used to fabricate resignation letter and receipt of money, compensation etc. and this fact has been proved. Therefore any document including Ext. M/9 to M/21 based and fabricated on the papers upon which signature of the workmen were obtained fraudulently and deceitfully can not be used to support the story of resignation to subsequent settlement. These papers cannot be used as proof of the fact that the workmen actually received compensation and the Bipartite Settlement dated 23-11-2005 was acted upon. I do not find any force in this argument.

15. In the light of aforesaid discussion of the facts circumstances and evidence of this case I have come to the conclusion that the 32 workmen never resigned from the service of the company and their services were terminated illegally, in deceitful manner by the company.

16. Second point consideration in this case is whether non-payment of legal dues of the workmen is justified. In this regard the case of the management is that after resignation of the workmen there was Bipartite Settlement dated 23-11-2005. Mode of payment or dues of workmen was settled in that agreement. According to Bipartite Settlement dated 23-11-2005 dues of workmen was to be paid in instalments. Four instalments were paid vide Ext. M/3, M/4, M/5 and M/8. According to Bipartite Settlement dated 23-11-2005 all legal dues were to be paid in 14 instalments. It was argued on behalf of the management, the management are still ready and prepared

to clear all the legal dues in terms of Bipartite Settlement dated 23-11-2005.

17. I have already discussed evidence in details in forgoing paragraphs while deciding the question of termination of service of workmen or their resignation and it has been held that signature of workmen were obtained in fraudulent and deceitful manner by A. C. Pandey and the same were used to fabricate resignation, Bipartite Settlement dated 23-11-2005 as also documents showing payment of legal dues. In view of this finding I am of the view that the management has not paid the legal dues of the workmen and non-payment is not all justified.

18. Now third and last question is as to what relief the workmen are entitled to. It is admitted that all the 32 workmen were employed by the company. The case of the management is that they resigned from the service of the company and stopped work. This story set up by the management has been disbelieved and the finding is that signature of workmen were obtained fraudulently and in deceitful manner and the same were used to fabricate their resignation letter, Bipartite Settlement and documents showing payment of a few instalments of settlement dues to them. Having regard to the peculiar circumstances of this case. I am of the view that all the 32 workmen are entitled to re-instatement with full back wages and all other legal dues to which they were entitled before termination of their services. The management is directed to comply the same within 30 days from the date of publication of the Award.

19. And this is my Award.

Dictated & Correction by me.

HARISH CHANDRA SINGH, Presiding Officer

नई दिल्ली, 27 जनवरी, 2011

का.आ. 589.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार हल्दीया गोदी परिसर कलकत्ता पत्तन न्यास के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, कोलकाता के पंचाट (संदर्भ संख्या 25/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-1-2011 को प्राप्त हुआ था।

[सं. एल-32011/6/2001-आई आर (एम)]
रमेश सिंह, डेस्क अधिकारी

New Delhi, the 27th January, 2011

S.O. 589.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 25/2001) of the Central Government Industrial Tribunal/Labour Court, Kolkata now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Culcutta Port Trust and their workmen, which was received by the Central Government on 27-1-2011.

[No. L-32011/6/2001-IR (M)]

RAMESH SINGH, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT KOLKATA

Reference No. 25 of 2001

Parties: Employers in relation to the management of The Dy. Chairman, Haldia Dock Complex, Calcutta Port Trust, Jawahar Tower

AND

Their workmen.

PRESENT: Mr. Justice Manik Mohan Sarkar, Presiding Officer

APPEARANCE:

On behalf of the : Mr. J. Ghosh Dastidar,
Management : Jr. Assistant Manager.

On behalf of the : Mr. A. Bhadury,
Workmen : Vice President of the union.

State: West Bengal : Industry: Port & Dock.

Dated: 27th December, 2010.

AWARD

By Order No.L-32011/6/2001-IR(M) dated 10-08-2001 the Government of India, Ministry of labour in exercise of its powers under Section 10(1)(d) and (2A) of the Industrial Disputes Act, 1947 referred the following dispute to this Tribunal for adjudication:

"Whether the action of Haldia Dock Complex(Calcutta Port Trust) in not paying the scale of pay of Rs.2250—4430/- to Sh. Basudeb Bera, Anil Kumar Tripathi, Nanigopal Das, Sk. Fazlur Rahaman, Ahibhusan Maity and Mantu Kr. Pramanik, Senior Drivers as demanded by the union is justified? If not, what relief the concerned workmen are entitled to?"

2. One application has been filed today from the side of the workmen expressing that the dispute has been resolved in between the parties which is a result of mutual understanding in between the parties and the workman does not want to proceed with the present reference in view of the said mutual understanding. Representative from the management side also agreed and endorsed such prayer of the workman concerned who is personally present today. Since Mr. Bhadury the authorized representative of the workmen union is present, I think endorsement of the workmen union itself in the application is not needed as he stated that the workmen union has knowledge of the said mutual understanding.

In view of the said prayer in the application filed today and as per oral version made by the workman on a query from my side, I am satisfied that the prayer made on behalf of the workmen is genuine. Let the present reference be disposed of as resolved in between the parties outside the Tribunal. An Award is passed accordingly.

JUSTICE MANIK MOHAN SARKAR, Presiding Officer

Dated, Kolkata,

27th December, 2010.

नई दिल्ली, 27 जनवरी, 2011

का.आ. 590.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार हिन्दुस्तान पेट्रोलियम कारपोरेशन लिमिटेड के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय पंजीय गोबा के पंचाट (संदर्भ संख्या 74/94) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-1-2011 को प्राप्त हुआ था।

[सं. एल-30012/8/93-आई आर(एम)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 27th January, 2011

S.O. 590.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.74/94) of the Central Government Industrial Tribunal/Labour Court Panaji (Goa) now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Hindustan Petroleum Corporation Ltd. and their workmen, which was received by the Central Government on 27-1-2011.

[No. L-30012/8/93-IR (M)]

RAMESH SINGH, Desk Officer

ANNEXURE

IN THE INDUSTRIAL TRIBUNAL -CUM-LABOUR COURT-I AT PANAJI

Before B. P. DESHPANDE, Presiding Officer

Ref No. IT/74/94

Shri Sayed Hasan Yakub,
House No.207, Non Mon,
Kariwada,
Vasco da Gama

... Workmen/Party I

V/s

The General Manager,
South Zone,
M/s Hindustan Petroleum Corporation Ltd.,
Madras

... Employer/Party II

Party I/Workmen is represented by Adv. T. Pereira.

Party II/Employer is represented by Adv. G K. Sardesai

AWARD

(Passed on this 16th day of November, 2010)

In exercise of the powers conferred under Clause (d) of Sub-Section 1 and Section 2A of Section 10 of the Industrial Disputes Act, the Government of India referred the dispute vide No.L-30012/8/93-IR(Misc.) dated 9-10-1993 for adjudication to this Tribunal and the schedule reads as under:

“Whether the action of the management of General Manager, South Zone, Hindustan Petroleum

Corporation Ltd., Madras and the Regional Manager, H.P.C.L.Belgeum Regional Office, Sambhaji Road, Rani Chennamma Nagar, P.B. No.529. Belgaum-590 006 in terminating from services of Shri Sayad Hasan Yakub Ex-Tank Truck helper, PR No.002306 of Vasco da Gama (Goa). Terminal of H.P.C.L., Resident of Non Monkharwada, House No.207 w.e.f. 20-3-91 is justified and proper? If not, to what relief the above workman entitled?”

Notices were issued to both parties and thereafter Party I/workman appeared and filed his claim statement vide Ext.5 whereas Party II/employer filed written statement at Ext.6. Thereafter the workman filed his rejoinder at Ext.7.

3. In nut shell it is the case of the workman that he was employed as a tank truck helper with Party II at its Vasco da Gama Terminal at Hindustan Petroleum Corporation Ltd. since 1980. He was served with a charge sheet dated 29-8-88 issued by Sr. Regional Manager, Belgaum Regional Office. The enquiry was instituted against the workman by the General Manager (SOD) of H.P.C.L. Head Quarter at Mumbai. After the said enquiry the management took a decision to terminate the services of the workman vide letter dated 9-11-1990 issued by Chief General Manager Bombay and conveyed to the workman to show cause against proposed penalty. However a copy of the findings and the report of the enquiry officer was not given which amounts to violation of the principles of natural justice. Vide letter dated 21-11-90 workman replied to the show cause notice. However, the General Manager, South Zone at Madras issued a letter dated 20-3-91 thereby imposing punishment of termination of services with immediate effect. The workman claimed that the enquiry was initiated by the Head Quarter at Bombay and hence the General Manager, the South Zone, Madras had no jurisdiction to issue the termination orders. The workman approached appellate authority. However, the chairman and the Managing Director failed to consider all these aspects and rejected the appeal. The workman thereafter raised the dispute and since the conciliation failed, the matter was referred to this Tribunal.

4. The employer in their written statement claimed that the workman committed serious misconduct by committing theft of the company property and therefore the charge sheet was issued to him and enquiry was conducted in fair and proper manner by giving full opportunity. The workman in clear terms admitted his guilt along with the other employee regarding aspect of theft and apart from that management proved alleged misconduct against the workman by independent evidence. Thereafter show cause notice was issued to the workman regarding proposed punishment and since Vasco office is coming within the jurisdiction of South Zone, the orders of termination was issued by the competent authority. In the rejoinder filed at Ext.7 the workman denied all aspects

in the written statement and claimed that there is no material to prove the misconduct and hence order of termination is illegal.

5. After considering rival contention issues were framed vide Ext.8 and additional issue was framed vide Ext.13. Issue no.1 and 1A were treated as preliminary issues and thereafter both parties led evidence. An order was passed vide Ext.21 dated 4-12-2008 by my learned predecessor thereby deciding both preliminary issues. In the said order it was observed that issue No.1 is answered in negative whereas issue No.1A is answered in affirmative. Thus remaining three issues are with respect to the punishment aspect and the same are considered at present. The Party I stepped into the witness box vide Ext.22 and claimed that the punishment of termination of services is shockingly disproportionate and his past record was clean and unblemished. The Party II did not lead any evidence with regard to the present issues. Both parties submitted written arguments which are at Ext.23 and 24 respectively.

6. I have perused the said written submissions as well as the entire record. Issue reads as under together with my findings against it

1	Whether Party I proves that the action of the Party II in terminating the services of Party I is vitiated for not supplying the copy of the findings and report of the enquiry officer ?	Negative (vide order dt.4-12-09)
1A.	Whether the charges of misconduct are proved to the satisfaction of the Tribunal by acceptable evidence ?	Affirmative (vide order dt.4-12-08)
2.	Whether Party I proves that Party II has no jurisdiction to issue the letter of termination of services of the Party I ?	not proved.
3.	Whether Party I proves that the termination of his services by the Party II w.e.f. 20-3-91 is illegal, improper and justified ?	negative
4.	Whether party I is entitled to any relief ?	negative.
5.	What Award ?	As per order below

Findings

7. Issue No.2: In the present matter this Tribunal vide order dated 4-12-2008 has already held that the enquiry was held in fair and proper manner and the misconduct are proved to the satisfaction of the Tribunal by acceptable evidence. The misconduct alleged against the workman is found in the charge sheet which is a part and parcel of the enquiry proceedings at Ext.E-5 colly. The charge sheet dated 29-8-88 show that there are four charges levelled against workman (1) theft or dishonesty in connection with the Employer's business or property; (2) Wilful damage to or loss of Employer's goods or property; (3) Taking bribes; (4) Wilful insubordination in connection with Employer's property. The fact leading to the above charges are that on 3rd March 1988 the workman was on duty in first shift at Vasco Terminal and he was assigned the duty to accompany Shri J. M. Palha, H. V. Driver to carry 8 KL of M. S. (Petrol) and 4 KL of HSD (Diesel) in tanker truck No. GDU 4650 for the supply to retail outlet of M/s K.W., Kenny and Associates Panjim as per invoice No. 005409. The seal of the tank truck was checked by the Operation Officers before the truck left the terminal. At around 10.00 a.m. on 3-3-88 Deputy Manager and Bulk operator went to the retail outlet to check the contents of the tanker truck No. GDU 4650 and they found that seals of the compartment no.1 & 2 were tampered and the samples taken out from the tanker truck in presence of the workman and the driver failed in the filter paper test.

8. During the investigation the workman and the driver admitted in writing that they removed one barrel (approximately 200 litres) of the product from each compartment and added equal quantities of Kerosene after tampering with the seals. They further admitted that they collected an amount of Rs. 1200 towards sale of removed product out of which Rs. 500 was kept by the workman and the remaining by the driver. The charge sheet was signed by the Senior Regional Manager Belgaum Regional Office and thereafter enquiry was conducted against the workman wherein he participated and was afforded fair opportunity to defend himself.

9. In the present matter there it is claimed that the termination order issued by General Manager, South Zone has no authority but the workman failed to produce any material to that effect. The only evidence led by the workman is regarding punishment which is disproportionate to the misconduct and nothing else. However, written submission filed by Party II clearly show that the Vasco Terminal comes within the jurisdiction of South Zone and therefore the General Manager is the competent authority to issue the order of termination. Since the workman has failed to disclose any material to prove his contention regarding issue No. 2 and also there is no reference or arguments advanced in the written submissions at Ext. 23, it is to be considered that the workman failed to discharge the burden regarding issue No. 2 and hence the same is answered as not proved.

10. Issue Nos. 3 & 4: It is the contention of the workman that the termination order dated 20-3-1991 is illegal, improper and unjustified. In this respect the evidence of workman at Exb. 22 discloses that his past record was unblemished and therefore he could have been awarded lesser punishment instead of dismissing from service. He further claimed that after the dismissal, he was unemployed for a period of two years and now he is working at STD booth with a salary of Rs. 2000 per month. The written submission filed at Exb. 23 on behalf of the workman shows that the misconduct alleged against the workman was not serious warranting maximum punishment and it was involving meager amount. It is also claimed that there was no loss suffered by Party II. Further the workman was not suspended during the enquiry till the order of dismissal and therefore it showed that the employer did not lose confidence with Party I and hence the punishment is disproportionate, harsh and unwarranted.

11. The written submission filed on behalf of Party II, refers to various decisions with regard to the imposition of punishment and on that basis it has been claimed that when the employee is found guilty for the misconduct of a grave nature like theft of the property of the employer, punishment of dismissal cannot be considered as disproportionate.

12. While deciding preliminary issues, this Tribunal has confirmed the contentions of Party II with regard to the charges levelled against the workman and accepted the material placed before it to hold that the workman was found guilty of all the charges levelled against him. Considering this aspect, it is but natural to lose faith and confidence with such employee by the employer as the property was entrusted to be delivered safely and the same was tampered with during the transit. Apart from it the workman was involved in adulteration of the product which was in the tank by adding Kersone to it in order to bring bulk at the original level and thereafter by selling the removed product to third party and appropriating the amount clandestinely. The behaviour of the workman certainly bring disrepute to the good will of the company and also to retail or as contaminated product is supplied with. Such case amounts to committing theft, irrespective of the account involved in it and such acts certainly cause a huge loss and disrepute of the employer in all respects. The seals of the tanker truck were also tampered with for the purpose of removing the product stored in it and thus it also amounts in damaging the property of the employer for ulterior motive.

13. In the case of Depot Manager APSRPC V/s Raghuda Siva Sankar Prasad reported in 2007 LLR 113, the Apex Court has clearly observed that an employee who is found guilty of committing theft of the property of employer deserved dismissal from service.

14. In the case of AD Sandbar Pune V/s Garware Wall Ropes Ltd., reported in 2000 LLR 933, the Hon'ble Bombay High Court has held that the powers of the Tribunal under Section 11A of the Industrial Disputes Act are required to be exercised carefully and it is the discretion of the Tribunal to grant or refuse the relief depending on the facts and circumstances of each case.

15. In the case of Mahindra & Mahindra Ltd. V/s N. B. Narawade 2005 Vol. 3 SCC 134, the Apex Court has held that the Tribunal/Labour Court, under Section 11A of the Industrial Disputes Act is having discretion in interfering with the quantum of punishment awarded by the management. However such discretion has been well defined by various judgements of the Apex Court and it is certainly not unlimited. The discretion which can be exercised under Section 11A is available only on the existence of certain factors like punishment being so disproportionate to the gravity of misconduct so as to disturb the conscience of the court, or the existence of any mitigating circumstances which require the reduction of the sentence, or the past conduct of the workman which may persuade the Labour Court/Tribunal to reduce the punishment. In the absence of any such factor existing, the Labour Court/Tribunal cannot by way of sympathy alone exercise the power under Section 11A of the Act and reduce the punishment.

16. In the case of Regional Manager RSRTC V/s Ghanshyam Sharma reported in 2002 (I) LLJ 234, the Apex Court has held that there is no place for considering misplaced sympathy to reduce punishment and the power under Section 11A of the Industrial Disputes Act is to be used judiciously.

17. Many other decisions have been referred by the learned counsel for the Party II in their written submissions. However, the ratio in all these decisions is similar wherein it has been consistently held that the misconduct if proved regarding the aspect of theft has to be considered as grave misconduct irrespective of amount involved in it since it is the question of faith of the employer on the employee which is a main factor and one there is a lost faith, the employer cannot be forced to retain such employee in service. Hence, all these aspects clearly prove that there is no mitigating circumstance in favour of the employee/workman to be considered as the misconduct stands proved which is connected with theft and therefore the punishment imposed by the management cannot be termed as disproportionate. No other circumstances is brought on record to invoke the discretion under Section 11A of the Industrial Disputes Act in favour of the workman. Thus, I answer the Issue Nos. 3 & 4 in negative.

18. Considering the above discussions, it is clear that Party I is not entitled for any relief as claimed in the present reference and thus the following order.

ORDER

The action of the management of General Manager, South Zone, Hindustan Petroleum Corp. Ltd., Madras and the Regional Manager, H.P.C.L. Belgaum Regional Officer, Sambhaji Road, Rani Chennamma Nagar, P.B. No. 529, Belgaum-590 006 in terminating from services of Shri Sayad Hasan Yakub, Ex-Tank Truck Helper, PR No. 002306 of Vasco da gama (Goa), terminal of H.P.C.L. Resident of Non Monkharwada, House No. 207 w.e.f. 20-3-91 is legal, justified and proper.

No order as to cost. Inform the Government accordingly.

Dated : 16-11-2010
Panaji.

B. P. DESHPANDE, Presiding Officer

नई दिल्ली, 27 जनवरी, 2011

का.आ. 591.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार खदान श्रमिक सहकारी समिति महामाया मार्ईन्स के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ संख्या 273/97) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-1-2011 को प्राप्त हुआ था।

[सं. एल-26012/21/97-आईआर(एम)]
रमेश सिंह, डेस्क अधिकारी

New Delhi, the 27th January, 2011

S.O. 591.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 273/97) of the Central Government Industrial Tribunal-cum-Labour Court, Jabalpur now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Khadan Shramik Sahkari Samiti, Mahamaya Mines and their workmen, which was received by the Central Government on 27-1-2011.

[No. L-26012/21/97-IR(M)]

RAMESH SINGH, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
JABALPUR

No. CGIT/LC/R/273/97

PRESIDING OFFICER: SHRI MOHD. SHAKIR HASAN

Shri Kaliram,
C/o Shri Sahadeb Sahu,
At/PO Dallirajhara,
Distt. Durg (MP)

... Workman/Union

Versus

The Chairman,
Khadan Shramik Sahkari Samiti,
Mahamaya Mines,
Post Mahamaya, Tah. Balod,
Distt. Durg (MP)

... Management

AWARD

Passed on this 23rd day of December, 2010

1. The Government of India, Ministry of Labour vide its Notification No. L-26012/21/97-IR(Misc) dated 11-9-97 has referred the following dispute for adjudication by this tribunal :—

“Whether the action of the management of Khadan Shramik Sahkari Samiti, Mahamaya in terminating the services of Shri Kaliram w.e.f. 25-5-96 is lawful and justified? If not, whether the workman is justified in claiming departmentalization by the management of Bhilai Steel Plant in accordance with the settlement dated 14-11-95 alongwith back wages and benefits.”

2. Initially the workman appeared on 18-10-2000 but did not file statement of claim and subsequently became absent. Lastly the then Tribunal proceeded ex parte against the workman on 6-5-2008.

3. The management also appeared in the reference but no written statement was filed. As such the right to file Written Statement was closed on 9-12-2010.

4. Under the circumstances, it is clear that the workman has no Industrial Dispute before the Tribunal. Accordingly the reference is answered.

5. In the result, the award is passed without any order to costs.

6. Let the copies of the award be sent to the Government of India, Ministry of Labour & Employment as per rules.

MOHD. SHAKIR HASAN, Presiding Officer

नई दिल्ली, 27 जनवरी, 2011

का.आ. 592.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स गेनरल कोन्ट्रेनर मुवर्र सिंडिकेट मुम्बई के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, मुम्बई-2 के पंचाट (संदर्भ संख्या 1/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-1-2011 को प्राप्त हुआ था।

[सं. एल-31011/18/2001-आईआर(एम)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 27th January, 2011

S.O. 592.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 1/2002) of the Central Government Industrial Tribunal/Labour

Court, Mumbai-2 now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Ganesh Container movers Syndicate Mumbai and their workman, which was received by the Central Government on 27-1-2011.

[No. L-31011/18/2001 IR (M)]

RAMESH SINGH, Desk Officer

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL NO. 2, MUMBAI**

Present : K. B. KATAKE Presiding Officer

Reference No. CGIT-2/1 OF 2002

Employers in Relation to the Management of M/s. Ganesh Container Movers Syndicate, Mumbai

The Proprietor
M/s. Ganesh Container Movers Syndicate
26/27, Vyapar Bhawan
Carnac Bunder
Mumbai-400 009.

AND

Their Workmen
The Secretary
Transport and Dock Workers Union
P. D' mello Bhavan
P. D' mello Road,
Carnac Bunder
Mumbai-400 038.

APPEARANCES :

For the Employer : Mr. B. K. Ashok,
M/s. Sonia Sunil Advocates.

For the Workmen : Mr. Jaiprakash Sawant,
Advocate.

Mumbai, dated the 9th November, 2010.

AWARD

The Government of India, Ministry of Labour & Employment by its Order No. L-31011/18/2001 [IR (M)], dated 26-12-2001 in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2 (A) of Section 10 of the Industrial Disputes Act, 1947 have referred the following industrial dispute to this Tribunal for adjudication :

Whether the action of the employer M/s. Ganesh Container Movers Syndicate, Mumbai in terminating the services of 212 permanent workmen (list enclosed) under the guise of retrenchment is legal and justified ? If not, what relief the workmen are entitled to?

List of workmen

Drivers

1. S/Shri Birbhan C. Saravo
2. Rafique J. Khan

3. Bajirao M. Khuspe

4. Vishnu P. Jadhav

5. Vijay R. Nimbalkar

6. Ashok V. Kate

7. Anil S. Shinde

8. Dayanand L. Mishra

9. Dhanaji S. Taware

10. Jaysingh T. Yadav

11. Subash M. Katkar

12. Sayaji D. Suryavanshi

13. Subash K. Dalvi

14. Shivaji D. Jagdale

15. Appa G. Jadhav

16. Ashok N. Sawant

17. Bhausaheb P. Mane

18. Dashrath S. Katkar

19. Dattatraya N. Yadav

20. Hindurao V. Ghadge

21. Sanjay Jadhav

22. Chandrakant Kate

23. Dnyandeo G. Jadhav

24. Devidas Bote

25. Hanumant J. Jagdale

26. Kaka Ghadge

27. Narayan N. Pawar

28. Uttam Sawant

29. Vittal Suryavanshi

30. Vittal Ballal

31. Vayas Mane

32. Pandrinath Nimbalkar

33. Shivaji K. Fadtare

34. Suresh N. Madane

35. Tatoba M. Jagdale

Helper

1. S/Shri Arvind Darekar

2. Balekhan Shaikh

3. Dattu B. Gawde

4. Dilip Temkar

5. Khandu Gawde

6. Shivaji Gawde

7. Ashok Khude

8. Ashok Khodade

9. Arun Londhe	7. Dātu N. Auti
10. Balu Gawde	8. Vishwas R. Shinde
11. Kilachand Khupte	9. Ram S. Bhosale
12. Navnath Nighut	10. Ganpat N. Māsal
13. Ramdas Nangre	11. Ragunath Ghorpade
14. Suhas Dongre	12. Viajy P. Kadam
15. Ramdas Bhor	13. Dadasaheb S. Jagdale
16. Shankar Vighe	14. Dashrath A. Wagh
17. Vasant Gawde	15. Sampat V. Sawant
18. Kantaram Taware	16. Govardhan Rokade
19. Ramesh Nousupe	17. Vasant S. Jagdale
20. Vilas T. Shinde	18. Sanjay B. Jagdale
21. Vithal Dhadambe	19. Arun B. Shinde
22. Rakhma Gawde	20. Ashok K. Depe
23. Sitaram Ghatkar	21. Anil V. Mohite
24. Gopinath Narsale	22. Ashok B. Mane
25. Raju Jadhav	23. Bhausabeh Narsale
26. Salim Khothiwale	24. Mohan D. Bodare
27. Atul Kamble	25. Rajnarayan P. Singh
28. Kaluram Gawde	26. Suresh P. Ghadge
29. Kumar Shinde	27. Sayaji B. Suryawanshi
30. Prashant Mohite	28. Tukaam K. Pawar
31. Mehboob Baig	29. Hanumant R. Pawar
32. Ravindra Bansode	30. Yuvraj G. Thorat
33. Sopan Lawate	31. Viajy D. Patole
34. Sunil Mohite	32. Arun A. Shirke
35. Sonyabapu Sherkar	33. Arun N. Kumbhar
36. Shivaji Khodade	34. Vijay D. Olekar
37. Dnyaneshwar Dhygude	35. Dashrath T. Gawade
38. Ramesh Sonawane	36. Macchindra V. Katkar
39. Arun R. Temkar	37. Devidas Satre
40. Eknath Gawade	38. Krishna B. Ahire
41. Dattatray Tambe	39. Sanjay M. Ingle
42. Hēmant Mhatre	40. Mahadeo A. Bhoslae
43. Sudhakar Gawade	41. Rahim A. Sattar

CLEANER

1. S/Shri Appa S. Suryawanshi	43. Shivaji B. Gaekwad
2. Dadaji W. Panpatil	44. Shahji S. Bhosale
3. Nandkumar T. Jagtap	45. Dnydeo E. Jadhav
4. Kundlik H. Yadav	46. Mahadeo T. Katkar
5. Mohan G. Jagdale	47. Prakash S. Katkar
6. Anand D. Mane	48. Ajit M. Gaekwad

49. Datatray P. Pawar
 50. Sayaji N. Suryavanshi
 51. Subash M. Wagh
 52. Ganesh Khude
 53. Yasin G. Jamadar
 54. Srikrisha B. Jadhav

DOCKSTAFF

1. S/Shri Jaiprakash Lokhande
 2. Laxman L. Naik
 3. Yashwati D. Yadav
 4. Satyavijay Shirwadkar
 5. Cyril Fernandes
 6. Unnikrishna Nair
 7. Shiriram J. Yadav
 8. Avinath Dumbre
 9. Gajanan Bhingarde
 10. Ganesh Dhekane
 11. Sanesh Sawant
 12. Vidhyadhar Vengurlekar
 13. Jaywant Suryawanshi
 14. Heramb Kamble
 15. Krishnandan Pandit
 16. Prakash Bhalekar
 17. Ramkrishna Naidu
 18. Radheshyam Yadav
 19. Rajesh R. Yadav
 20. Sambhaji Ghadge
 21. Surendra Yadav
 22. Suresh Dongre
 23. Surendra P. Singh
 24. Utta Khot
 25. Balu K. Jadhav
 26. Dilip Jagdale
 27. Deepak P. Salvi
 28. Dinesh Suryawanshi
 29. Madhukar Mohite
 30. Natwar Samal
 31. Prabhakar Kadam
 32. Prakash Date
 33. Pradeep Zende
 34. Ravindra Jondhale
 35. Rahidas Saste

36. Umarkahn Appasaheb
 37. Vijay Pagare
 38. Pradeep Nalawade
 39. Bharat S. Pagare
 40. Baban S. Kharat
 41. Dhruv B. Rao
 42. Lala J. Jagdale
 43. Shivaji W. Saste
 44. Dhanaji R. Kadam
 45. Ganesh Hule
 46. Nitin B. Sevekar
 47. Ramprasad Ghauhan
 48. Satish M. Dongre
 49. Suhas B. Sawant
 50. Rahul B. Chabukswar
 51. Sadashiv M. Kharat
 52. Santosh P. Bhalerao
 53. Narayan B. Yadav
 54. Sanjay A. Ghade
 55. Sandeep L. Sawant
 56. Motilal H. Diwadkar
 57. Govardhan Pawar
 58. Sanjay Pabale
 59. Sudharkar Sawant
 60. Mangesh Mayekar
 61. Subash Gawde
 62. Mahdeo M. Dongre
 63. Kisan B. Mengde
 64. Haridas S. Suryawanshi
 65. Sunil G. Kini
 66. Santosh S. Deshmukh
 67. Rahim D. Mulani
 68. Zameerkahn Ameerkahan

2. The Second party, Secretary thereof has filed Statement of claim at Ex. 9. According to them, the first party is operating in major ports including Ports of Mumbai and JNPT and also in various cities in India. More than thousand workmen are in the employment of first party in various categories. The first party has issued a general notice of retrenchment dt.8-8-2001 to 212 workmen informing them that they were retrenched w.e.f. 10-8-2001. According to them, second party moved the Regional Labour Commissioner ©, Mumbai about the illegal termination of 212 workmen and requested to intervene and advice first party not to act upon the retrenchment

notices. The said dispute was admitted in conciliation. Second party had informed to the first party that they had not displayed seniority list on notice board. Therefore they cannot retrench 212 junior most workers as there is no seniority list.

3. According to second party, first party by its letter dt. 18-8-2001 informed the union that they were maintaining status quo as on 9-8-2001 accordingly all workers were allowed to resume their duties. The first party issued another notice dated 27-8-2001 to 186 workmen out of 212 informing them that they would be retrenched from services w.e.f. 29-8-2001. They informed 26 workers that, their services would be continued. The second party again informed Dy. CLC © about the illegal termination of services of 186 workmen. The conciliation proceedings were held on 12-1-2002. However dispute could not be settled on account of adamant, rigid and unlawful attitude of first party. The failure report was submitted by conciliation officer to Central Government and Government has sent the reference to this Tribunal for adjudication.

4. According to second party, the first party illegally terminated the services of 186 workmen under the guise of retrenchment notices dated 27-8-2001. The notices are illegal and unjustified. The first party did not comply with the provisions of Section 25F of the Industrial Disputes Act, 1947 and Rule 77 of Industrial Dispute (Central) Rules while terminating the services of 186 workmen. The services of these workmen were terminated during pendency of conciliation proceedings violating provisions of Section 33 of Industrial Disputes Act. The action of first party amount to unfair labour practice within the meaning of items 13 & 14 of V Schedule of the Industrial Disputes Act. Therefore second party prays that the retrenchment notices dt. 27-8-2001 be declared illegal and unjustified and direction be given to first party to reinstate these 186 workmen with full backwages and continuity of their respective services.

5. First party resisted the statement of claim vide its written statement at Ex. 11. According to it, the Government has committed and apparent error of law and fact by sending this reference. It is wrongly mentioned in the reference order that, 212 workmen were retrenched. In fact only 186 workers were retrenched. The earlier notice to 212 workmen was already withdrawn. The Tribunal has no jurisdiction or power to adjudicate the termination/retrenchment of 186 employees w.e.f. 29-8-2001. Out of 186 workmen, 11 were working in a supervisory capacity and were drawing pay more than Rs. 1,600 p.m. therefore those 11 employees are not 'workmen' as defined under Industrial Disputes Act. The seniority list was displayed on the notice board as well as the workplace of the employees on 21-8-2001.

6. According to first party, as per the contract of Shipping Corporation of India, it has engaged 232 employees to carry out the said contract work. It was an

established practice prevailing in the port that, when contractor is changed, the same workers are continued by the new contractor/company. As per the order of Hon'ble High Court, the first party lost the contract and the new contractor, inspite of repeated request did not employ any existing employee of the first party. As per the said order of Hon'ble High Court, contract was given to M/s. Hillson Dinshaw Ltd. w.e.f. 1-5-2000 to carry out the contract work of Shipping Corporation of India. The Hon'ble High Court had also given direction to the new contractor to consider these workmen while recruiting new workmen. However new contractor neither recruited these workmen nor continued any of them. Therefore first party had no alternative but to retrench 186 workmen as it has lost the contract work of Shipping Corporation of India.

7. Alongwith the retrenchment notice, the first party sent the cheques of one month's pay and compensation of retrenchment to the respective workmen. They were retrenched lawfully as first party was required to close down its business at the site of Port Trust of India, Mumbai. According to them, the concerned workers are gainfully employed after their retrenchment. In the circumstances, the first party claims that the workers are not entitled for any relief as prayed for. Therefore they pray that the reference be rejected.

8. Second party filed its rejoinder at Ex. 12. They repeated the same story as they have put in the statement of claim and also denied the contents in the written statement.

9. In the light of rival pleadings, my Learned Predecessors has framed issues at Ex. 13 for determination. I record my findings thereon for the reasons to follow:

Issues

- (i) Whether the action of the employer M/s. Ganesh Container Movers Syndicate, Mumbai in terminating the services of 212 permanent workmen under the guise of retrenchment is legal and justified?

- (a) Whether the employer has closed its business from June, 2002?

- (ii) What relief the concerned workmen are entitled to?

REASONS

ISSUE No. 1

10. In the case at hand, facts are not disputed that the first party was the employer and it has served 212 workmen with notice of retrenchment. The fact is also not disputed that subsequently, the notices were taken back and fresh notice of retrenchment were issued to 186 workmen whose services were terminated w.e.f. 29-8-2001. The fact is also not disputed that along with the retrenchment notice, a cheque of one month's pay and retrenchment compensation was also sent to each workman. It is the case of second party union that the

action of retrenchment taken by the employer is malafid. Under the guise of retrenchment the employer alleged to have illegally terminated the services of 186 workmen.

11. It is the case of the first party company that as per the order dt. 15-5-2000 passed by Hon'ble Bombay High Court in a WP, the contract of work of first party was allotted to new contractor, Hillson and Dinshaw Ltd., therefore first party had no alternative but to retrench its workers. In this respect, the fact is not disputed even by the second party that as per the order of Hon'ble High Court, the work of first party for which these workmen were employed was allotted to new contractor Hillson and Dinshaw Ltd. According to first party as its work was allotted to new contractor, Hillson and Dinshaw Ltd., it had no alternative but to retrench the workmen employed for the same work.

12. In this respect, the learned advocate for the second party pointed out that the workman not only have raised this point, but have also sought direction from the Hon'ble High Court to give them preference while making the appointment of workers by Hillson and Dinshaw Ltd. The Learned Advocate pointed out that in notice of motion No. 1761/1998 in Suit no. 2308/98, the Hon'ble High Court has given directions in clear words that "5th defendant (Hillson and Dinshaw Ltd.) shall be at liberty to engage the permanent workers referred to in the bid document submitted to the plaintiffs as also the 26 Drivers and 26 Cleaners whose numbers are listed in the affidavit of defendant no. 5 dated 15-5-2000. However in the event the 5th defendant requires any additional workers for doing the work under the contract the 5th defendant shall engage only workers from amongst the 232 workers whose names have been submitted to this Court and copies of which are given to the plaintiffs and defendant no. 5. The defendant no. 5 shall not engage any workers from outside or any other workers unless the aforesaid 232 workers are first offered employment."

13. In the light of the facts and circumstances on record, it is clear that the employer was constrained to issue the retrenchment notices as their contract of work was allotted to new contractor, Hillson and Dinshaw Ltd. Therefore, it cannot be said that the retrenchment was at the whim of the employer. So also it cannot be said that under the guise of retrenchment, the employer has terminated the services of the workmen illegally.

14. In this respect, further I would like to point out that the employer has not terminated the services of the workmen abruptly. On the other hand, he has issued notices to each of the workman. He has also sent alongwith the notice, the cheque of one month's pay and compensation for the retrenchment. The witness of union Mr. Krishnanandan Pandit in para 3 of his affidavit at Ex.19 stated that he had been paid retrenchment compensation. The fact is not disputed even by second party that a cheque of one month's pay and retrenchment compensation was sent to each workman alongwith the retrenchment notice. It indicates that the employer has

complied with the requirement of Section 25F of the Industrial Disputes Act.

15. It is the case of the union that there is no seniority list published and some workers junior to the retrenched 186 workers are still in service. However, the second party has not pointed out any such instance. Furthermore as the first party has lost the contract of work of Shipping Corporation of India Ltd. they were compelled to stop their activities as the work contract was given to the new contractor Hillson and Dinshaw Ltd. It was allotted to new contractor as per the order of Hon'ble Bombay High Court. In the circumstances, the averment does not stand to reasons that the workers junior to the retrenched workers are still working there. In the circumstances, it cannot be said that first party has terminated the service of 186 workmen illegally under the guise of retrenchment. On the other hand in the light of facts and circumstances discussed therein above, the action of retrenchment appears just and proper. Accordingly, I decide this issue no. 1 in the affirmative.

ISSUE No. 2

16. The retrenchment is held just and proper and proper procedure was followed. Furthermore these workmen have also approached the Hon'ble High Court. Hon'ble Bombay High Court has given direction to the new contractor Hillson and Dinshaw Ltd. Not to appoint any additional workers at workplace except these 232 workers whose names have been submitted (who were retrenched from the service). It also indicates that the retrenchment was neither arbitrary nor at the whim of the employer but employer was constrained to take the said action as he has lost the work contract, as it was allotted to the new contractor. The employer has also paid one months' pay and retrenchment compensation to all these workers, therefore, I hold that the retrenchment is legal and these workmen are not entitled to any relief as claimed for. Accordingly, I decide this issue no.2 in the negative.

ADDITIONAL ISSUE No.1-(a)

17. It is the averment of the first party that it has closed down their business at Mumbai Port since June 2002. It was denied by second party. However this issue has no relevancy with the subject matter or the point in dispute. When retrenchment is held legal and proper, it has no relevancy whether the company has closed its business since June 2002 or not. In the circumstances, it is unnecessary to deal with this issue. However as this additional issue is framed, I am dealing with it. On the issue, I would like to point out that witness Shri Jaiprakash Khare on behalf of first party denied in his cross at Ex-34 that the company is still functioning. Furthermore witness of second party Mr. Krishnanandan Pandit says in his cross at Ex-19 last para therein that after June 2002 after closing of the business of Ganesh Containers at Mumbai Port Trust he did not apply to the High Court about non-compliance of order. In short he has admitted that in June 2002, the business of Ganesh Containers was closed down.

There is also no evidence on record to show that business of first party is still going on after 2002. In the circumstances, I decide this issue no. 1 (a) in the affirmative and proceed to pass the following order :

ORDER

Action of the Management of Ganesh Containers Movers' Syndicate, Mumbai in retrenching the workmen is legal and justified.

K. B. KATAKE, Presiding Officer

Date: 9-11-2010

नई दिल्ली, 27 जनवरी, 2011

का.आ. 593.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स सुलेमान अंसारी एण्ड ब्रदर्स पट्टना के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/प्रम न्यायालय, धनबाद 1 के पंचाट (संदर्भ संख्या 179/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-1-2011 को प्राप्त हुआ था।

[सं. एल-29011/10/2000-आई आर(एम)]
रमेश सिंह, डेस्क अधिकारी

New Delhi, the 27th January, 2011

S.O. 593.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), (Ref. No. 179/2000.) of the Central Government Industrial Tribunal/ Labour Court, Dhanbad-1, now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Suleman Ansari & Brothers and their workman, which was received by the Central Government on 27-1-2011.

[No. L-29011/10/2000-IR (M)]

RAMESH SINGH, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL No. 1, DHANBAD.

In the matter of a reference U/s. 10 (1)(d) (2A) of I. D. Act.

Reference No. 179 of 2000

Parties : Employers in relation to the management of M/s. Suleman Ansari & Brothers.

AND

Their Workmen.

Present : Shri H. M. Singh, Presiding Officer

APPEARANCES :

For the Employers : None.

For the workmen : None.

State : Jharkhand Industry : Mines.

Dated, 13th December 2010

AWARD

By Order No. L-29011/10/2000-IR(M) dated 31-5-2000 the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following dispute for adjudication to this Tribunal :

“Whether Shri Panchanand and 34 others have worked for 240 days with the management of M/s. Suleman Ansari & Bros. ? If so, whether the action of the management in issuing termination order to these workmen is proper and justified ? If not, to what relief the workmen are entitled ?”

2. This dispute was received in this Tribunal on 3-7-2000. Despite notice being sent to the parties till 24-2-2010 no written statement has been filed on behalf of the workman. Again registered notice was sent to the union on 8-3-2010 to file written statement on behalf of the workmen by 1-6-2010 as a last chance, failing which no dispute award would be passed. But even on 1-6-2010 neither the sponsoring union nor the concerned workmen appeared to file written statement. It, therefore, seems that neither the sponsoring union nor the concerned workmen are interested to contest the case.

3. In such circumstances, I render a ‘No Dispute’ Award in the present industrial dispute.

H. M. SINGH, Presiding Officer

नई दिल्ली, 27 जनवरी, 2011

का.आ. 594.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स किसान ग्रामीण बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/प्रम न्यायालय, कानपुर के पंचाट (संदर्भ संख्या 290/99) को प्रकाशित करती है, जो केन्द्रीय सरकार को 25-1-2011 को प्राप्त हुआ था।

[सं. एल-12012/239/99-आई आर(बी-1)]
रमेश सिंह, डेस्क अधिकारी

New Delhi, the 27th January, 2011

S.O. 594.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 290/99) of the Central Government Industrial Tribunal-cum-Labour Court, Kanpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Kshetriya Kisan Gramin Bank and their workman, received by the Central Government on 25-1-2011.

[No. L-12012/239/99-IR (B-I)]

RAMESH SINGH, Desk Officer

ANNEXURE

BEFORE SRI RAM PRAKASH, HJS, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, KANPUR.

Industrial Dispute No. 290 of 99

Between

Sri Aditya Prakash Dubey,
C/o Sri B. P. Saxena, 426, W-II Vasant Vihar,
Kanpur.

And

The Chairman, Kshetriya Kisan Gramin Bank,
Kuchehari Road, Mainpuri.

AWARD

1. Central Government, MoL, New Delhi vide notification No. L-12012/239/99-IR (B-1) dated 9-11-1999, has referred the following dispute for adjudication to this tribunal-

2. Whether the action of the management of Kshetriya Gramin Bank, Mainpuri, in terminating the services of Sri Aditya Prakash Dubey and not reinstating him under the provisions 25H is legal and justified ? If not to what relief the workman is entitled.

3. Facts of the case in brief are that the claimant was appointed as Assistant cum Cashier by the opposite party bank on 11-7-80 and posted at the bank's Bhogaon Branch in District Mainpuri. It is stated that he was required to perform all the duties which devolve in this bank as Assistant cum Cashier for the full hours of work the branch and the applicant performed his duties to the full satisfaction of his superiors and he was paid salary at the prescribed scale of pay on monthly basis. It may be pointed out that although there is no mention of the date in the reference order on which claimant alleges that he was removed from the service by the opposite party. However he has given the date of his removal as 13-9-83 in paragraph no.5 of his claim statement. It is stated that he had worked for more than 240 days in a calendar year preceding the date of his termination and as no reasons for termination was advised, no notice pay and retrenchment compensation was paid to him by the bank therefore, the bank has breached the provisions of Section 25F of the Act. It is stated that the time of termination of his services, the applicant was not the junior most thereby terminating his service is in breach of provisions of Section 25G of the Act. It is also stated that the opposite party while inducting fresh hands in the service of the bank did not provide any, opportunity of re-employment to the applicant thus the action of the opposite party bank is in breach of section 25H of the Act. It is also stated that after termination of his services he continued approaching the Chairman of the bank who always assured him to wait and also always assured that He will be taken back in service. It is also alleged that finding the assurance given by the bank to be follow he raised

industrial dispute in the year 1990 before the ALC, but the appropriate government refused to refer the case of the applicant for adjudication. It is stated that on coming to know of the awards delivered by this Hon'ble Tribunal, the applicant wrote to the government detailing the position of references of other similar cases whereupon the Ministry wrote a letter dated 2-4-98 to the ALC (C) Lucknow to consider all such cases. Ultimately the reference was made to this tribunal for adjudication by the appropriate government. Lastly it is stated that as the entire action of the opposite party bank is in gross violation of the provisions of the Industrial Disputes Act, 1947, therefore, the same is liable to be set aside and the workman is entitled to be reinstated in the service of the bank with full back wages and all consequential benefits.

4. The claim of the applicant has been refuted by the opposite party on a number of grounds viz, that the claimant was engaged as a temporary employee on daily wages in Bhogaon Branch of the opposite party bank; that the claimant did not hold any regular and permanent post in the bank, that the claimant had never worked for 240 days in any calendar year or preceding 12 months in the bank; that the services of the claimant had been disengaged by the bank with effect from 13-9-83; that the claimant was never interested in his temporary nature of duties; he was irregular and in sincere in performing his job in the bank; that the claimant is trying to seek back door entry by way of litigation; that the claimant had no lien or right on any regular and permanent post in the bank; that the engagement of the claimant was as per exigency of work; that he did not work continuously against any regular vacancy; that the claim of the claimant is highly belated; that the appointment of the post of clerk on regular basis is made through selection board after interview on the basis of suitability, eligibility and other qualifying criteria; that the claim of the claimant is not covered by the provisions of Section, 25B, 25F, 25G and 25H of the Act; that the claimant is not entitled to any relief compensation what so ever on the basis of present reference order; that since the claimant is not a workman and as such section 2-A of the Act is not applicable in the present case, therefore, the reference order is liable to be decided against the claimant being bad in law and without jurisdiction. Lastly on the basis of above pleadings it has been prayed by the opposite party that the claim of the workman is baseless, devoid of merit and thereby is liable to be rejected.

5. Rejoinder has also been filed by the claimant but nothing new has been pleaded therein except reiterating the facts already pleaded in his statement of claim.

6. Claimant has filed as many as 7 documents vide list dated 23-11-2001 which is paper no.9/1. It may be pointed out that all the documents are in the nature of photocopies.

7. Claimant has also filed affidavit in support of his claim. Along with his affidavit the claimant has filed photocopy of attendance register.

8. Whereas the claimant appeared in the witness box and examined himself as W. W. 1 and against it the opposite party examined its witness Sri Ram Kumar Tewari, who is Manager, in the bank as M.W. 1.

9. Heard and perused the record.

10. I have anxiously considered the facts and pleading of the case adduced by the parties in the instant case in the light of the reference order.

11. It may be pointed out that by a bare perusal of the terms of reference order it is quite clear that the date of termination of the services of the workman has not been mentioned in itself. However, even if assuming the fact that the whole action of the opposite party bank is violative of the provisions of the Industrial Disputes Act, then a normal question arises before the tribunal as to from date the claimant should be ordered to be reinstated in the service of the bank. It is settled legal position of law that the tribunal cannot travel beyond the scope and ambit of Section 10(4) of the Industrial Dispute Act, and since there is no date mentioned in the order of reference showing the termination of the workman, the tribunal ipso facto cannot assume the date of termination of services of the workman as 13-9-83 on the basis of mere pleadings of the parties.

12. Therefore, it is concluded that since there is no date of termination of the service of the workman in the reference reference order itself, the workman cannot be held entitled for any relief pursuant to the present reference order.

13. However it is made clear that the reference order should be clear and specific and at the same time it was also the responsibility of the workman to have mentioned the date of termination of his services by the opposite party before the Assistant Labour Commissioner while endorsing his claim before him. No mention of the date of termination of his services in the reference order itself is sufficient to hold that the reference order is bound to be answered against the workman for the reasons given in the body of the award.

14. For the reasons recorded above it is held that the claimant is not entitled to any relief in the present reference and the reference is answered against him and in favour of the opposite party.

18-7-2011 RAM PARKASH, Presiding Officer

नई दिल्ली, 27 जनवरी, 2011

का.आ. 595.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार परिचम रेलवे के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण सं. 1, मुम्बई के पंचाट (संदर्भ संख्या 7/2008) को प्रकाशित करती है, जो केन्द्रीय सरकार को 25-1-2011 को प्राप्त हुआ था।

[सं. एल-41012/20/06-आई आर(बी-1)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 27th January, 2011

S.O. 595.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 7/2008) of the Central Government Industrial Tribunal-cum-Labour Court-1, Mumbai as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Western Railway and their workman, received by the Central Government on 25-1-2011.

[No. L-41012/20/06-IR (B-I)]

RAMESH SINGH, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1

MUMBAI

Present : Justice G. S. Sarraf, Presiding Officer

Ref. No. CGIT-7 of 2008

Parties : Employers in relation to the management of Western Railway

And

Their workmen (Shri Bimal Ram and 21 others)

APPEARANCES :

For the Management : Absent.

For the Union : Absent.

State : Maharashtra

Mumbai, dated the 17th day of January, 2011

AWARD

1. This is a reference made by the Central Government in exercise of its powers under clause (d) of sub-section 1 of Section 10 of the Industrial Disputes Act 1947 vide Government of India, Ministry of Labour, New Delhi Order No. L-41012/20/2006-IR (B-I) dated 5-12-2007. The terms of reference given in the schedule are as follows :

“Whether the action of the management of Western Railway Administration, Mumbai Division, Mumbai by not promoting Shri Bimal Ram and 21 others is justified ? If not, what relief these 22 workmen are entitled to?”

2. None is present on behalf of the Management.

3. None is present on behalf of the Union inspite of service of notices four times.

4. Since no statement of claim has been filed on behalf of the workman the reference stands disposed of as not prosecuted.

5. An Award is passed accordingly.

JUSTICE G. S. SARRAF, Presiding Officer

नई दिल्ली, 27 जनवरी, 2011

का.आ. 596.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक ऑफ सौराष्ट्र के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, भावनगर के पंचाट (संदर्भ संख्या 2/2009) को प्रकाशित करती है, जो केन्द्रीय सरकार को 8-7-2010 को प्राप्त हुआ था।

[सं. एल-12012/107/93-आई आर(बी-1)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 27th January, 2011

S.O. 596.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 2/2009) of the Industrial Tribunal (Central) Bhavnagar as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of State Bank of Saurashtra and their workmen, which was received by the Central Government on 8-7-2010.

[No. L-12012/107/93-IR(B-I)]

RAMESH SINGH, Desk Officer

ANNEXURE

Exhibit-83

BEFORE SHREE S.S. PANCHAL, INDUSTRIAL TRIBUNAL CENTRAL, BHAVNAGAR

Reference I.T.C. (New) No. 2 of 2009

Reference I.T.C. (Old) No. 11 of 1993

First Party : (1) The General Manager, (P. & A.) State Bank of Saurashtra, Now State Bank of India, Head Office, Nilam Baugh Circle Chowk, Bhavnagar.

(2) Branch Manager, State Bank of Saurashtra, Now State Bank of India, Circle Chowk Junagadh

V/s

Second Party : It's Workman Smt. Savitaben Naran's Legal heir son Bharat Naran C/o Manibhai Gandhi, 113, City Center Complex, Kala Nala, Bhavnagar.

APPEARANCES :

Mr. F.M. Battiwala, Advocate for the First Parties,

Mr. Manilal G. Gandhi, Advocate for the Second Parties,

AWARD

1. This Reference was referred to the Industrial Tribunal, Central, Ahmedabad for the adjudication, by the Government of India/Bharat Sarkar, Ministry of Labour/ Shram Mantralaya, New Delhi, vide it's Office order No. L-12012/107/93-IR(B-I) dated: 28-10-1993. But later, order below Civil Application No. 2024/2009 dated : 3-9-2009 passed by the Hon'ble High Court of Gujarat, this Reference has been transferred to this Tribunal. The schedule of the dispute is as under :

"Whether the action of the management of State Bank of Saurashtra in terminating the services of Smt. Savitaben Naran's Farash/Sweeper is legal and justified ? If not, to what relief the workman is entitled to ?"

2. In the present case first party no. 1 General Manager, (P. & A.) State Bank of Saurashtra now the State Bank of India, Bhavnagar will be referred as a "first party No. 1", and the Branch Manager, State Bank of Saurashtra, Junagadh will be referred as a "First Party No. 2", while concerned workman and its legal heir son Mr. Bharat Narain will be referred as a "Second Party concerned workman."

3. After that the second party concerned workman has filed his statement of claim vide Ex-10 and has represented to this Tribunal that, Second Party concerned workman was working as a Class IV workman since 1984. Concerned workman was serving in the Bank sincerely and honestly. During her service she had never been given any Charge sheet, Memo or Show cause Notice, or has never been punished before. Second Party concerned workman was retired due to her age. Second Party concerned workman has worked on the vacant post continuously up to more than 240 days. Therefore Second Party concerned workman had represented before the appropriate authority to regularized her but unfortunately she had been retrenched from her service vide their Office Order No. JND/Staff/ 162 Dated, 8-02-1990 with immediate effect. After that, Second Party concerned workman had had represented before the appropriate authority in written or orally to regularized her but there was no result. She had not been retrenched without paying any compensation and without any notice, notice pay. Second Party concerned workman submits that she had worked in the first party up to seven years. Thus it is a clear breach of the Section 25 F of the Industrial Disputes Act-1947. After terminating her First Party has engaged other

workmen in their institute. And thus it is a clear breach of the Section 25H and 25G of the Industrial Disputes Act-1947. Thus, the aforesaid order of the dismissal is liable to be illegal, malafied and unjustified in the eyes of law and therefore the action of the management of State Bank of India in terminating the services of Smt. Savitaben Naran, vide order dated : 8-2-1990 is illegal and unjustified, and therefore the said order of the management should be set-aside. In the above-mentioned facts and circumstances of the case, the second party workman has prayed that, the First Party may be directed to reinstate the second party workman on her original post with full back wages and continuity of service and with all consequential benefits the interest of justice.

4. In reply of the Statement of the Claim, the First party has submitted his reply vide Ex-32 and submitted that, the reference made by the Government is bad in law and, therefore the same deserves to be dismissed on this ground alone. Further the First Party has submitted that there is no reference order against the Regional Manager, Rajkot who is joined directly as a party in the statement of claim and, therefore, the reference deserves to be dismissed on this ground also. Further in the written statement the First Party has submitted that, this Tribunal has no right to rule the present Reference case. First Party has denied all the facts shown in the Statement of Claim, and further represented that, eligibility criteria for appointment in the subordinate cadre of the Bank is that a person should have passed 8th standard and the maximum age limit prescribed is 24 years. Further in the written statement the First Party has submitted that, applicant of the present reference was temporarily engaged for filling drinking water in the pots and cleaning utensils on fixed remuneration of Rs. 100 per month which work was of only half an hour in a day. Further in the written statement the First Party has submitted that, the concerned workman does not possess the requisite educational qualifications. Also it was found that she was 31 years old when she was temporarily engaged on purely ad hoc and temporary basis. Further in the written statement the First Party has submitted and invite the attention towards the Judgment of Hon'ble Supreme Court, in the case of Surendra Kumar Gyani V/s. State of Rajasthan & Others, reported in 1993 II LLJ P. 903 wherein it has been observed that, when it was expressly made clear that the appointment was purely on temporary basis, the termination cannot be interfered by the Court. The same observations are made by the Allahabad High Court in the case of Krishnalal V/s. S. Bahadur Singh & Others reported in 1993 II CLR P. 790. Hence, the present Reference is liable to be rejected with the cost.

5. Vide presenting Ex. 11 the Second Party concerned workman had requested to this Tribunal to order

the First Party to produce the documentary evidence asked in the said Exhibit. Vide Ex. 12 the First Party has given their reply and has objected the same. Vide presenting Ex. 13 the Second Party concerned workman had requested to this Tribunal to join the legal heir Mr. Bharat Naran, the son of the concerned workman late Mrs. Savitaben Naran. In support to the said request Mr. Bharat Naran has submitted his affidavit vide Ex. 14. On the aforesaid Ex. 13 the Ex-Tribunal had passed order to join as a party to the same. The Second Party concerned workman has submitted their documentary evidence i.e. the death certificate of the Mrs. Savitaben Naran and the Birth Date Certificate of Mr. Bharat Naran Vadher vides Ex. 15. Further, in addition to their reference case the Second Party concerned workman has submitted their documentary evidence vide Ex. 17 and vide Ex 19. The Second Party concerned workman has submitted an application to change the name of the First Party Bank and the same was granted by this Tribunal. The oral evidence of the Second Party concerned workman has been represented through an affidavit vide Ex. 27 and the affidavit presented by the concerned Second Party workman was cross examined by the First Party. The Second Party concerned workman has submitted their documentary evidences vide Ex. 71. The second party workman has produced its closing purses on 21-12-2009.

6. The First Party has submitted its documentary evidence i.e. an affidavit of the Branch Manager of State Bank of India, Bhavnagar, vide Ex. 30 and the same was cross examined by the Second Party. The First Party has submitted their Recruitment Rules and Circulars Ex. vide 76.

7. The Second Party concerned workman has produced their written argument vide Ex. 78. While the First Party made their argument in oral. Both the arguments made by the parties have been taken into the consideration.

8. After taking into the consideration the arguments of the both the parties this Tribunal has to decide that, whether the action of the management of State Bank of Saurashtra in terminating the services of Smt. Savitaben Naran, Farash/Sweeper is legal and justified? If not, to what relief the said workman is entitled to ?

9. The First Party has made argument that, applicant of the present reference was temporarily engaged for filling drinking water in the pots and cleaning utensils on fixed remuneration of Rs. 100 per month which work was of only half an hour in a day. Further the First Party has made an argument that, the concerned workman does not possess the requisite educational qualifications. The Second Party concerned workman was engaged only for cleaning the Bank premises. She was engaged only for two hours a day. Second Party concerned workman was

illiterate. She was appointed without any interview or any legal procedure. Hence, the present reference case is liable to be rejected.

10. In other side Second Party concerned workman has argued in written and has submitted that, looking into this Reference case, there is no dispute between the parties that, Second Party concerned workman was working in the First Party with effect from 1-12-1983. It has been proved by the Second Party concerned workman Second Party concerned workman vide Ex. 72. There is no dispute between the parties that the Second Party concerned workman was retrenched from his services with effect from 8-2-1990. Looking to the documents presented by the Second Party concerned workman it is very clear that the Second Party concerned workman has worked more than 240 days during the every year. In the case on hand, vide Ex. 17 the Second Party concerned workman has submitted their documentary evidences i.e. the Certificate given to the Second Party concerned workman by the Manager of the S.B.S. Junagadh, an office order of the appointment for the months of the September, 1987, October, 87, November, 87, December, 87, January, 1988, May, 1989 to December, 1989, January, 1990 and February, 1990. Looking to the said documentary evidences it is very clear that, the Second Party concerned workman was engaged by the First Party during the different months to months with the specific remunerations. Thus, it is proved by the Second Party concerned workman that she was working in the First Party during the period she has shown in her written statement.

11. Looking into this Reference case, the second party concerned workman's legal heir Mr. Bharat Naran has submitted his affidavit vide Ex. 27, and was cross-examined by the first party but nothing has been brought out in his oral evidence by the First Party which can help to the First Party. The Second Party concerned workman was serving in the First Party as a Farash/Sweeper since 1-12-1983. The Second Party concerned workman has submitted that, she has worked more than 240 days in the presiding year in the First Party.

12. The Second Party concerned workman has produced office orders vide Ex. 34 to 59 issued by the Manager, State Bank of Saurashtra, Junagadh. In the said written documentary evidences the working days of the concerned workman has been shown. There is no dispute between the parties about the date of the retrenchment i.e. 8-2-1990. It is very clear that the concerned workman was retrenched from her service on 8-2-1990. In the present case the concerned workman had been retrenched on 8-2-1990, while looking to the Ex. 47 to 59 it is very clear that the concerned workman has worked 359 days, thus it is

more than 240 days in the preceding twelve months. Thus, it is very clear that the concerned workman is entitled to get the protection of the Sections 25-B and 25-F.

13. In the present reference case the First Party has taken defense that, while retrenching the workman it is not necessary to give the notice, notice pay to the concerned workman. But in the case on hand, the First Party has submitted their oral evidence through an affidavit of Mr. Ashwinbhai Gunvantrai Bhatt, vide Ex. 30, and in his cross-examination the said witness has confessed that, "He has no any other information about that, the concerned workman had given notice or compensation." Thus, the oral-evidence produced by the First Party goes against the First Party, that the before the retrenchment to the concerned workman was not given any notice, notice pay and even retrenchment compensation. In reply of the said argument of the First Party, the Second Party concerned workman has cited the judgment of the Hon'ble Supreme Court of India, R.M. Yellati V/s. The Asst. Executive Engineer, published in 2005, III, CLR, 1028. The principle laid down in the said judgment that the daily wager is entitled to get protection of Sec. 25-F. In the present case also it is found that the concerned workman is a daily wager Farash/Sweeper. And further the said principle is also laid down in the case of Ramesh Kumar V/s. State of Haryana, published in 2010 (1) L.L.N. 831. Looking into the said judgement delivered by the Hon'ble Supreme Court of India, it is noted by the Supreme Court of India in its Judgement para-13 as under :

"13. We are conscious of the fact that an appointment on public post cannot be made in contravention of recruitment rules and constitutional scheme of employment. However in view of the materials placed before the Labour Court and in this Court, we are satisfied that the said principle would not apply in the case on hand. As rightly pointed out, the appellant has not prayed for regularization but only for reinstatement with continuity of service for which he is legally entitled to. It is to be noted in the case of termination of casual employee what is required to be seen in whether a workman has completed 240 days in the preceding 12 months or not. If sufficient materials are shown that workman has completed 240 day then his service cannot be terminated, without giving notice or compensation in lieu of it in terms of S. 25F. The High Court failed to appreciate that in the present case appellant has completed 240 days in the preceding 12 months and no notice or compensation in lieu of it was given to him, in such circumstances his termination was illegal."

14. In the case on the hand, it is proved by the documentary evidence by the Second Party concerned workman that, appellant has completed more than 240 days in the preceding 12 months and no notice or compensation in lieu of it was given to her. It is settled law that the any workman is entitled to reinstate on the post only if she should have worked more than 240 days in preceding twelve months from the date of his retrenchment. Thus, now the question arise in the case on hand, that, when the termination of the services of Smt. Savitaben Naran is legal, and unjustified? If not what relief the concerned workman is entitled to? Looking into the matter, the Second Party concerned workman has cited the reported case to support his case i.e. P. V. K. Distillery Ltd. V/s. Mahendra Ram, reported in 2009, I, CLR, 883. In the said reported case The Hon'ble Supreme Court of India has held that if the breach of the Sec. 25-F is proved by the appellant, then he is entitled to get 50% of the back wages. In the case on the hand, the breach of the Sec. 25-F is proved by the Second Party concerned workman, and hence, the legal heir of the concerned workman is entitled to get 50% of the back wages. The witness of the First Party Mr. Ashwinbhai Gunvantrai Bhatt has been examined vide Ex. 30, and has confessed in his cross-examination that, they have not presented any proof in the case on hand that, the concerned workman was earning doing some work at any other place. Thus, the concerned workman was thoroughly unemployed during the retrenchment period. Here it should be noted that the, Second Party concerned workman has died on 18-09-2001. While she was retrenched from her services from 8-02-90. In the case on hand the concerned workman has produced her last appointment order vide Ex. 59, and in the said office order it has been showed that the concerned workman had been appointed as a Chaprashi and her monthly salary has been indicated Rs. 815 per month. Hence, the concerned workman is entitled to Rs. 815 per month, and is entitled to reinstate on the post showed in the aforesaid office order. But, in the case on hand, the concerned workman was retrenched from her services on 8-02-1990 and she has died on 18-1-2001. Therefore it is clear that she is no more from 18-1-2001 and hence, she is not entitled to reinstate on the post, but, she is entitled to get compensation. Thus, Second Party concerned workman's legal heir is entitled to get the compensation during the period from 18-02-90 to 8-9-2001. Thus, the reference on the hand is liable to grant partially. Therefore, this Tribunal passes the following order :

ORDER

1. The Reference made by Smt. Savitaben Naran is granted partially accordingly.

2. It is ordered to the First Party that the legal heir of the concerned workman Smt. Savitaben Naran, Mr. Bharat Naran is entitled to get 50% of the back wages as per the remuneration shown in the last appointment order, i.e. vide Ex. 59, for the period from 8-02-90 to 18-09-2001 within the 30 days of the publication of this award.

3. The First Party will pay Rs. 500 as a cost to Second Party concerned workman's legal heir Mr. Bharat Naran.

Bhavnagar.

Dated : 28-6-2010.

S. S. PANCHAL, Industrial Tribunal, Central
नई दिल्ली, 28 जनवरी, 2011

का.आ. 597.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ऑर्डरेन्स फैक्ट्री बोर्ड के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, श्रम व्यवाहार, नागपुर के पंचायत (सर्वम संरक्षण सीजीआईटी/एनजीपी/201/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-1-2011 को प्राप्त हुआ था।

[सं. एल-14025/1/2011-आई आर(डोयू)]

डी. एस. एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 28th January, 2011

S.O. 597.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. CGIT/NGP/201/2003) of the Central Government Industrial Tribunal-cum-Labour Court, Nagpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Ordnance Factory Board and their workmen, which was received by the Central Government on 28-1-2011.

[No. L-14025/1/2011-IR (DU)]

D. S. S. SRINIVASA RAO, Desk Officer

ANNEXURE

BEFORE SHRI J. P. CHAND, PRESIDING OFFICER, CGIT-CUM-LABOUR COURT, NAGPUR

Case No. CGIT/NGP/201/2003 Date : 24-01-2011.

Petitioner/ : Shri M. S. Bhurbhure & 25 Others,
Party No. 1 C/o Shri M. S. Bhurbhure,
Village Sumthan, Tah. Bhadrawati,
Dist. Chandrapur.

Versus

Respondent/ Party No. 2 : 1. The Secretary, Ministry of Defence through the Chairman, Ordnance Factory Board, 10/A, Auckland Road, Calcutta-700 001.
 2. The General Manager, Ordnance Factory, Chanda, Post Office: Chandrapur Ordnance Factory, Tah. Bhadrawati, Dist. Chandrapur.

AWARD

(Dated: 24th January, 2011)

This is an application, filed by Shri M. S. Bhurbhure and twenty five others, who are the employees of Ordnance Factory, Chanda in the District of Chandrapur under Section 33-C(2) of the Industrial Disputes Act, 1947 (14 of 1947) ("the Act" in short) for computation of their overtime wages.

2. It is necessary to mention here that the original application was first filed by the applicants before the Central Administrative Tribunal, Bombay, making the Union of India, Ministry of Defence Production, through its Secretary, New Delhi and through the Chairman, Ordnance Factory Board, 10/A, Auckland Road, Calcutta and the General Manager, Ordnance Factory, Chanda as the opposite parties. The Central Administrative Tribunal, Bombay vide order dated 16-10-1997 dismissed the original application filed by the applicants, on the ground of want of jurisdiction, with liberty to file a case in the appropriate forum. So, the applicants filed I. D. Case No. 21 of 98 u/s 33-C(2) of the Act, in the Labour Court, Chandrapur. The opposite parties raised the preliminary objection of the Labour Court, Chandrapur of having no jurisdiction to try the case, for want of notification of Central Government. The applicants, therefore, moved an application for transfer of I.D. Case No.21/98 to the Central Government Industrial Tribunal-cum-Labour Court, Nagpur, before the Labour Court, Chandrapur. The Labour Court, Chandrapur rejected the application on 25-2-2003. Then the applicants approached the Hon'ble High Court of judicature at Bombay, Bench of Nagpur for redress. The Hon'ble Court as per orders dated 2nd May, 2003 in Misc. Civil Application No.148/2003 (arising out of writ petition No. 983/2003) directed the transfer of I. D. case No. 21/98 from the file of Labour Court, Chandrapur to this Tribunal for disposal according to law, with a direction to proceed with the case from the stage at which it was pending in the Labour Court, Chandrapur. According to the direction of the Hon'ble High Court, the record and proceedings of I. D. Case 28/98 were transferred to this Tribunal by the Labour Court, Chandrapur.

3. The case of the applicants as per their statement of claim is that they are employees of Ordnance Factory, Chanda and are covered under Section 2(2) of Indian Factories Act, 1948 and the non-applicant No. 1 is Union of India and non-applicant No. 2 is the drawing, disbursement and appointing authority and prior to 1983, they were being paid overtime at double the rate, but from 1983, over time is not being paid to them at double the rate, as per the provisions of Section 59 of the Indian Factories Act, although other similarly situated employees are being paid overtime at double the rate and thus, the non-applicants are causing discrimination between the similarly situated employees and creating class amongst class and not following the provisions of Section 59 of the Factories Act uniformly, for payment of overtime and they are directly working under the non-applicant No. 2 and policy decisions are taken by the non-applicant No. 1.

The further case of the applicants is that they are working as Barber, Dhobi, Cook, Masalchi and Mali and are lowest paid employees and are workers and they jointly agitated the matter of payment of overtime at double the rate, through the Union, "Bharatiya Suraksha Karmacharya Sangh Ordnance Factory, Chanda and submitted the first representation on 9-12-1985, demanding the implementation of the orders of the non-applicant No. 1 given in letter No. 2010/AT-P(PC-6) dated 6-11-1974 and CDA (Pys) Calcutta letter No. Pay/Tech./I/73/General dated 14-4-1975 and the letter dated 6-11-1974 was issued by the Asstt. Controller of Defence Accounts and the said letter states that, "who are employed in the section locate outside the factory premises but within the outer fencing of the factory can also be treated as covered by Factories Act and paid overtime allowance accordingly in terms of Ministry of Defence....." and they are posted to security, hospital yard and estate sections for performing their duties and they have to perform shift duties within the premises of the factory and their normal duty hours are 44½ hours in a week, but, actual work taken from them is 48 hours in a week and thus they work for 3½ hours extra than the allotted hours, hence normally they are entitled for overtime wages for 3½ hours every week and accordingly payment of overtime with bonus is being paid to the employees of the Ordnance factory but though they are similarly situated, they are not paid overtime at double the rate like others and initially the employees such as Darwan, Fire-brigade staff, Telephone Operators and Security Assistants working in Ordnance Factory, Chanda were not paid overtime at double the rate, but after the judgement and order of the Hon'ble High Court of judicature of Calcutta, those categories were made entitled to get overtime at double the rate beyond 44½ hours. It is further pleaded by the applicants that they are being paid the overtime allowance according to fix slab rate and the nature

of the work carried out by them cannot be classified as work of the office staff and they are directly responsible for defence production and they are entitled to get for productivity linked bonus and Cooks, Vendors, Masalchi cooking in the canteen of the ordnance factory and barber attached to security are paid overtime allowance at double the rate, as per the provisions of the Factory Act and even though they are attached to Ordnance Factory Hospital and other establishments situated within the factory premise are not paid overtime allowance at the rate of their colleagues and the whole of the establishment of Ordnance Factory, Chanda is registered under Factory Act and the provisions of the Factory Act are applicable to each and every employee working within the premises of the factory, irrespective of their individual activities and as such, they are to be paid overtime as per provisions of Factory Act and even employees working at the Head of water works and sewerage plants, which are 8 to 9 kilometers from the factory are paid overtime as per provisions of Factories Act and the Tribunal of Mumbai Bench in OA No.459/94, in the case of Mrs. Manorama John and 68 others Vs U.O.I. and others by order dated 20-10-1995 have held that the staff working in Ordnance Factory, to whatever categories they belong, are governed by Factory Act. The same view has been taken by CAT Bench of Madras in OA No.980/89 and OA No.983/89 decided on 30-9-91 and CAT Bench, Jabalpur in OA No.363/86 decided on 4-3-1994 has also followed the view of CAT, Madras and the relief claimed by them is common, which can be granted by one common judgement and they have not claimed individual benefit and the individual benefit will flow out of the judgement after acceptance of their challenge to the acts of discrimination and arbitrariness of the non-applicants. The applicants have prayed to direct the non-applicant No.2 to compute the overtime wages from 1983 of each of them as per the provisions of Section 59 of the Indian Factories Act, to declare that they are entitled to get overtime at double the rate as per the provisions of Factories Act, 1948, from 9-12-1985 and to direct the non-applicant to pay the arrears of difference.

4. The management of the non-applicants refuting the allegations made by the applicants, have filed their written statement pleading inter-alia that the applicants are though the employees of Ordnance Factory, Chanda, they are not covered under section 2(2) of Indian Factories Act, 1948 and they are (non-applicants) not causing any discrimination between the similarly situated employees by not following the provisions of Section 59 of the Factories Act and the applicants are working in hospital, DSC Barracks, Guest House and gardens situated in the estate of Ordnance Factory, Chanda, which are not connected directly or indirectly or incidentally to any production or manufacturing process as mentioned in the

Factories Act and as such, the applicants do not come under the definition of "workers" provided under the said Act and therefore not entitled for any overtime wages under Section 59 of the Factories Act and the services of the applicants, who are working as Barber, Dhobi, Cook, Masalchi and Mali are governed by executive order of the Government and executive order dated 19-3-1991 of DOPT is very clear about the payment of overtime to such Dhobi, Cook, Masalchi, Barber etc. working in hospital, DSC barracks, Inspection Bungalow and gardens etc. which are not directly or indirectly connected with the manufacturing process or the premises of factory and the applicants were always governed by executive orders stipulating payment of overtime at slab rate and they were never treated as factory workers and they were also never been paid overtime in accordance with Section 59 of the Factories Act and at present overtime is being paid as per DOPT dated 19-3-1991 only. It is further pleaded by the management that the applicants are not doing duties within the premises of the factory and their services are of shift duties and shift duties are governed by the set off departmental Rules and the applicants are not working extra time then the allotted hours and as such they are not entitled to draw overtime wages for 3½ hours every week and there is no dispute regarding payment of overtime and bonus to the employees of the ordnance factory, who are working in factory but the applicants are not working in similar situation, so they are not entitled for the overtime at double the rates like others working in the factory and the applicants are entitled for production link bonus like other staff and not connected with manufacturing process and mere entitlement to the production of link bonus is not a yard stick to establish and classify them as worker under the Factories Act and Cooks, Vendors, Masalchi, cooking in the canteen inside the ordnance factory are paid overtime allowance as the provision of Factories Act, as they are directly, indirectly or incidentally connected to manufacturing process but the applicants are not connected with manufacturing process or premises situated within the premises of the Ordnance Factory, Estate and as such, not entitled for overtime allowance at double the rate and the factory premises of Ordnance Factory, Chanda is different unit than the Ordnance Factory Estate and the Estate includes different establishments outside the factory premises like school, hospital, guest house, parus etc. for the benefit and welfare of the residents of estate and thus whole area of estate of ordnance factory cannot be taken as factory premises and employees working at the Head of water works and sewerage plants are directly or indirectly connected with the manufacturing process as water is essential for running boilers, preserving the wp ammunitions and washing of the components and raw materials required for production activities of the

factory and unless the entitlement of the applicants is proved to receive the overtime compensation at double the rate, the applicant u/s 33-C(2) is not maintainable.

5. It is necessary to mention here that since 8-4-2010 neither the applicants nor their advocate appeared to take part in the case. On 22-9-2010, in the interest of justice, a last chance was given to the applicants to take part in the hearing of the case and the case was posted to 10-11-2010. On 10-11-2010 also, neither the applicants nor their advocate appeared, so the case was posted to 21-12-2010 for hearing of argument on merit of the case. However, on 21-12-2010, as the applicants remained absent and none appears on their behalf, the matter was taken ex parte against them and argument was heard from the side of management and the case was closed and posted for award.

6. In this case, the applicants have filed the application under Section 33-C(2) of the Act for computation of the overtime wages from 1983 of each applicant as per the provision of Section 59 of the Indian Factories Act. The applicants have also prayed for a declaration that they are entitled to get overtime at double the rate as per the provisions of Factory Act, 1948 from 9-12-1985 i.e. the date from which they started agitating for the same. Their case is that though they are working as Barber, Dhobi, Cook, Masalchi and Mali and posted to security, hospital, yard and estate sections situated within the factory premises and are covered under Section 59(2) of the Indian Factories Act, 1948, overtime wages at double the rate is not being paid to them, even though their counterparts working in the canteen of the ordnance factory are paid overtime allowance at double the rate as per the provisions of the Factories Act and as such, they are entitled to the overtime payable to their counterparts working in the canteen of the ordnance factory. The management has contested the claim of the applicants stating that the applicants are not entitled for overtime at double the rate like their counterparts, as the applicants are working in establishment for up keep and welfare activities for the residents of the estate, which are not connected with any production or manufacturing process or factory premises and the application is not maintainable since the principal question involved in the application relates to the classification of the applicants and as to whether the applicants are entitled for overtime at double the rate like their counterparts working in canteen of the ordnance factory and such reliefs cannot be claimed under Section 33-C(2) of the Act.

7. It is well settled by the Hon'ble Apex Court in the decision reported in 1988(II) CLR-229 (P.K. Singh Vs. the Presiding Officer) that :—

"The Legislative history to which we have just referred clearly indicates that having provided broadly for the investigation and settlement of industrial disputes on the basis of collective bargaining, the legislature recognized that individual workmen should be given a speedy remedy to enforce their existing individual rights, and so inserted S.33-A in the Act in 1950 and added S.33-C in 1956. These two provisions illustrate the cases in which individual workmen can enforce their rights without having to take recourse to S.10(1) of the Act, or without having to depend upon their Union to espouse their cause. Therefore, in construing S. 33-C, we have to bear in mind two relevant considerations. The construction should not be so broad as to bring within the scope of S. 33-C cases which would fall under S.10(1). Where industrial disputes arise between employees acting collectively and their employers, they must be adjudicated upon in the manner prescribed by the Act, as for instance, by reference under S.10(1). These disputes cannot be brought within the purview of S.33-C. Similarly, having regard to the fact that the policy of the Legislature in enacting S.33-C is to provide a speedy remedy to the individual workmen to enforce or execute their existing rights, it would not be reasonable to exclude from the scope of this section cases of existing rights which are sought to be implemented by individual workmen. In other words, though in determining the scope of S.33-C we must take care not to exclude cases which legitimately fall within its purview, we must also bear in mind that cases which fall under S.10(1) of the Act for instance, cannot be brought within the scope of S.33-C".

Applying the principles enunciated by the Hon'ble Apex Court as mentioned above, it is found that in the statement of claim itself, the applicants have prayed for declaration that they are entitled to get overtime at double the rates as per the provision of the Factories Act, which does not come under the purview of Section 33-C(2) of the Act. For such declaration, the reference of the question whether they are entitled for overtime at double the rate is necessary under section 10 of the Act. Hence, I find that the application filed by the applicants under Section 33-C(2) is not maintainable and the same is rejected.

Send the copy of the order to the Central Government for notification.

J. P. CHAND, Presiding Officer

नई दिल्ली, 28 जनवरी, 2011

संख्या 398.——औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की भारा 17 के अनुसरण में, केन्द्रीय सरकार बी. एस. एन. एल. के प्रबंधन व के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नागपुर के प्रबंध (संदर्भ संख्या सीजीआईटी/एनजीपी/211/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-1-2011 को प्राप्त हुआ था।

[सं. एल-40011/30/2003-आई आर (डी.यू.)]

डॉ. एस. एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 28th January, 2011

S.O. 398.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. CGIT/NGP/211/2003) of the Central Government Industrial Tribunal-cum-Labour Court Nagpur as shown in the Annexure in the industrial Dispute between the employers in relation to the management of BSNL and their workmen, which was received by the Central Government on 28-1-2011.

[No. L-40011/30/2003-IR (DU)]

D. S. S. SRINIVASA RAO, Deak Officer

ANNEXURE

THE GENERAL MANAGER, TELECOM PROJECT AND OTHERS VERSUS CONCERNED LABOURERS

Case No. CGIT/NGP/211/2003 Date: 20-1-2011.

Petitioner/ Party No.1 : The General Manager (Telecom), Telecom Bhawan, Zero Miles, Civil Lines, Nagpur-440001.

Witness

Respondent/ Party No.2 : Shri Y.R. Bhandarkar, Manager Secretary, Bharti Sanchar Nigam Ltd., Bharti Udyog, P.D.T Colony, CGN No. A/3, T-1 Kanki Road, Nagpur.

AWARD

(Dated : 20th January, 2011)

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2 (A) of Section 10 of Industrial Disputes Act, 1947 (14 of 1947) ("the Act" in short), the Central Government has referred the industrial dispute between the employers, in relation to the management of Telecom ("Party No.1" in short) and their

workman, Shri Z.P. Mawalwala for adjudication, as per letter No. L-40011/30/2003-IR(DU) dated 31-7-2003, with the following schedule :—

"Whether the action of the management of Divisional Engineer, Telecom Microwave Project, CTO Compound, Nagpur-I, in terminating the services of the workman Sh. Z.P. Mawalwala, TSM w.e.f. 2-11-2002 is legal and justified?"

2. On receipt of the reference, the parties were noticed to file their respective statement of claim and written statement in response to which, the workman filed his statement of claim, where as, the Party No.1 filed its written statement.

3. The case of the workman as projected in his statement of claim is that he was initially appointed on 21-1-1986 as a casual labourer orally with the General Manager, Railway electrification Project, Telecom and then, he was transferred to the Divisional Engineer, Telecom Microwave, w.e.f. 5-10-1987 and thereafter, he was asked to work under the Divisional Engineer, Telecom, Microwave (survey) and in the year 1989, he was transferred to the office of Divisional Engineer, Telecom project and the Party No.1 was extracting the service of electrician, mechanic etc. from him and he worked continuously without any break with the Party No.1 and as such, he was given temporary status w.e.f. 25-6-1993 vide letter dated 20-3-1998 under the provisions of casual labourers (Grant of Temporary Status and Regulation Scheme) and his service record was clean and unblemished and the Chief General Manager, Western Telecom Project vide order dated 18-2-1999, asked to regularize 69 mazdoor including himself (workman) and though number of junior labourers were issued with the orders of regularization, deliberately no such order was issued to him and thereby, he was deprived of from various facilities of regular mazdoor and suddenly on 2-11-2002, the Party No.1 terminated his service with immediate effect by a written order, on payment of one month's salary and on 8-11-2002, he submitted a representation requesting for withdrawal of the termination order, stating that the termination order did not disclose the reason of termination of his service and as he had already worked for 16 years continuously, his service should not have been terminated in such a hasty manner, but as there was no response from the side Party No.1, he raised the issue before the Regional Labour Commissioner (Central) ("the RLC" in short) vide representation dated 2-12-2002 and he also pointed out that as number of juniors had been retained by the Party No.1, the termination of his service can be termed as "retrenchment" and is against the principles of "last come first go" and before the RLC for the first time, the Party No.1 submitted that his service was terminated for same misconduct and the Party No.1 in their reply before the RLC mentioned that on 31-7-2002, he was asked to drive

the official vehicle and when two of the officers of the Party No.1 asked him to wait for them, outside a hotel and left the vehicle, two Laptops kept in the said official vehicle (car) were stolen and such theft was committed due to his negligence (workman's negligence) and they conducted internal enquiry and on the basis of such internal enquiry, his service was terminated and from the said reply, it is clear that his service was terminated on the ground of misconduct, but, before termination of his service, no charge sheet was issued and if any enquiry was conducted, then such enquiry was conducted without complying the principles of natural justice, as at no point of time, depositions or statements were recorded on behalf of the Party No.1 in his presence and no opportunity of cross-examination was granted to him and thus the alleged enquiry was in utter disregard to the settle procedure for conducting departmental enquiry and he had acquired the status of confirmed employee, as his services were ordered to be regularized vide order dated 18-2-1999 and as such, he should not have been thrown out from the service in such a hasty manner and the simple show cause notice cannot take the place of charge sheet. The workman has also pleaded that basically he was working a a mazdoor and he was compelled to drive the official car by the officers of the Party No. 1 and he was also harassed by making false report against him in the Police and ultimately Police authorities also found that he had no role in the theft of the said laptops and he was never told by the officers of keeping laptops in the official car and under such circumstances, to attribute negligence against him and to terminate his service is nothing but colorable exercise of employer's right and as such, the termination order dated 2-11-2002 is liable to be quashed and set aside and he is entitled for reinstatement with full back wages and continuity of service.

4. The Party No.1 in their written statement has admitted about the appointment of the workman in service and working continuously from 21-1-1986 till 2-11-2002 and termination of his service on 11-2-2002. However, it is pleaded by the Party No.1 that the workman joined in service on the recommendation of the local employment exchange and his service was utilized as casual motor driver on daily rates basis and the workman had also filed a case for regular appointment as "Motor driver" and thus he could not be regularized in view of the Court's order and as such, the contention of the workman of not regularizing him deliberately is denied in toto and service of the workman was not terminated suddenly and the incident took place on 26-7-2002 and termination order was issued on 2-11-2002, after following legal and proper procedure in the matter and receipt of report of the Inquiry Officer and the termination order was given after reasonable enquiry and the prescribed format of CCS (Temporary Services) Rules, 1965, do not include any point/column for mentioning the reasons for termination and the workman

was not retrenched but terminated due to gross negligence on his part and the termination order was issued in accordance with Rule 5 of the Central Civil Services (Temporary Services) Rules and on the date of termination, the workman was working as Temporary Status Mazdoor, which does not come under status of confirmed employee and as such Rule 5 of CCS (Temporary Status) Rules is applicable to his case and as per the said Rule 5, charge sheet to Temporary Status Mazdoor is not necessary and the statements of G.Ms. were obtained and kept on record and the said statements were made understood to the workman and after that his statement was recorded by the Inquiry Officer and the workman was not working as casual mazdoor but working as casual motor driver and for number of months, he had driven the departmental vehicle willingly and had been paid the difference of wages between TSM and Motor driver and on the date of occurrence, the G.M and Dy. G.M. left the vehicle only after informing the workman of keeping of two valuable laptops in the vehicle and the workman assured them that he would not leave the vehicle till their return and the officers left the vehicle after getting such assurance from the driver and as such, the workman is not entitled to any relief.

5. It is necessary to mention here that as no regular departmental enquiry was held against the workman before termination of his service, the merit of all the matters involved in the case was taken into consideration at a time. It is also necessary to mention here that the parties led both oral and documentary evidence. The parties were permitted the examination-in-chief of the witnesses to be recorded by way of affidavits, subject to cross-examination by other side. The workman examined himself as the only witness on his behalf and reiterated the facts mentioned by him in the statement of claim. One Shri Bhauraao Pundlikrao Akhars was examined on behalf of the Party No. 1. The said witness has also reiterated the stands taken by the Party No. 1 in the written statement.

6. The learned advocate for the workman submitted a two fold argument in support of the claim of the workman. It was submitted that as it is the admitted position that the workman was appointed as a general mazdoor with the Party No.1 on 21-1-1986 and continued in service and was granted with the status of temporary employee by Party No. 1 by order dated 20-3-1998 with retrospective effect from 25-6-1993 and number of junior employees were regularized by the Party No. 1 and that the workman worked continuously from 21-1-1986 to 1-11-2002, his service cannot be terminated merely on the basis of some allegations, without holding the domestic enquiry by following the established procedure for the same and as no charge sheet was submitted and no enquiry was conducted by following the procedure of examination of witnesses, opportunity of cross-examination etc, the termination of the service of the workman is quite illegal and Rule 5 of CCS (Temporary Status) Rules is not at all applicable to the workman.

The second contention raised by the learned advocate for the workman was that it is clear from the facts and circumstances of the case that as the mandatory provisions of Section 25-F and 25-G of the Act had not been complied with, such retrenchment order was illegal and therefore the workman is entitled for reinstatement and full back wages. In support of such contentions, reliance was placed on the decisions reported in 2010(5) MhLJ 244 (S.C.) (Anoop Sharma Vs Executive Engineer), 1998 S.C.C. (L&S) - 170 (Rattan Singh Vs Union of India), 1988 ICLR 504 (Bank Karmachari Sangha Vs Cosmos Co-op Urban Bank Ltd.), 2007 II CLR 486 (P&H) (Municipal Corporation Vs Swaranjit Singh), 1992 ICLR 480 (Trade Wings Limited Vs Prabhakar), 1992 I CLR 571 (P&H) (Lakshmi Pandit Vs Industrial Tribunal), 2003 I CER 952 (Rajasthan) (Municipal Board Vs Labour Court) and FLR 1981 (42) - 113 (P. Prabhakaran Vs General Manager).

In all the above judgments, except in 1998 ICLR 504 (supra), the Hon'ble Courts after consideration of the Principles of Sections 25-F and 25-G in relation to termination of service of an employee by way of retrenchment have held that compliance of conditions of Section 25-F and 25-G of the Act as applicable are mandatory in nature and as such termination of service without complying with the said conditions is illegal.

7. On the other hand, it was mentioned by the learned advocate for the Party No.1 in the written notes of argument that the workman was working as a cab driver and the termination order was issued after following legal and proper procedure in the matter and on receipt of the Inquiry Officer's report, the termination order was issued in accordance with Rule 5 of the Central Civil Services (Temporary Service) Rules and the workman was a 'Temporary Status Mazdoor' at the time of the termination of his service and as per Rule 5, charge sheet to 'Temporary Status Mazdoor' is not necessary and the statements of the G.Ms. were obtained and the said statements were made understood to the workman and later that his statement was recorded by the Inquiry Officer and as such, the reference is to be dismissed.

8. As according to the pleadings of the Party No.1 the termination of the workman is not a retrenchment and the same is termination of service due to gross negligence of the workman, now it is to be considered as to whether the termination of the workman is legal and proper. It is to be mentioned here that the Party No.1 took contradictory stands in the written statement and so also in the evidence adduced by it before this Tribunal. It has taken the stand that the termination order was passed after following legal and proper procedure in the matter and after reasonable inquiry and receipt of the Inquiry Officer's report and the Inquiry Officer recorded the statements of the G.Ms. and the said statements were made understood to the workman and then his statement was recorded. The Party No.1 has

also taken the stand that the termination of the workman is in accordance with Rule 5 of the CCS (Temporary Status) Rules applicable to the workman, as on the date of termination of his service, he was a 'Temporary Casual Mazdoor' and the termination order was issued in the prescribed format given in Rule 5 of the said Rules. However, on perusal of the record including the documents filed by the parties, I find no force in the stands taken by the Party No.1 and in the contentions raised in its written notes of argument. The Party No.1 has filed the format prescribed under Rule 5 of the Central Civil Services (Temporary Service) Rules as document No. 3. The order of termination of service of the workman has been filed as document No. 13 on behalf of the workman. On perusal of the termination order of the workman issued by the Party No.1, it is found that the same is not a termination order in the prescribed format as given in Rule 5 of the Rules as claimed by it. In the said termination order, nowhere it has been mentioned that the same is a termination order under Rule 5 of the CCS (Temporary Services) Rules. Rather in the said termination order, it has been mentioned that "in pursuance of the proviso as per letter 299-11/89 STP, New Delhi dated 7-11-1989" the service of the workman is terminated forthwith. However, the letter referred to in the termination order has not been produced by the Party No.1 before this Tribunal for perusal and consideration. Moreover, Rule 5 of the CS (Temporary Service) Rules does not provide any type of enquiry for termination of the service of a temporary employee but the Party No.1 made some sort of enquiry as claimed by it, which also clearly shows that the Party No.1 did not terminate the service of the workman under Rule 5 of the CCA (Temporary Service) Rules as claimed by it.

9. On perusal of the documents filed by the Party No.1, it is found that one Shri S.C. Tiwari, D.E.T. (Scp) Raipur was appointed as the Inquiry Officer and he submitted his report as per document No.11 of the Party No.1 holding that due to gross negligence of the workman the two laptops were stolen. Such report of the Inquiry Officer is found to be based on the statements of the G.M. and Dy. GM of the Party No.1 and the workman, the copies of which have been filed as documents 4, 5 and 6. On perusal of the said documents, it is found that the same are not statements received by the Inquiry Officer but letters written by the G.M. Dy. G.M. and the workman to Shri S.C. Tiwari, regarding the alleged incident of theft of two laptops from the car, which the workman was driving. There is also nothing on record to show that the so-called statements of the G.M. and Dy. G.M. were brought to the notice of the workman. It is found from the documents that the workman was given the status of 'Temporary Status Mazdoor' from 1-4-1996. It is also found that his name was under consideration for making him a permanent employee and some of juniors were already made permanent by over

looking the case of the workman, without any valid reason. In this connection, I think it necessary to mention about the document No. 8 filed by the workman, which is a letter issued by the Party No. 1 on 1-3-2000 in regard to grant of Temporary Status to casual labourers. In the said letter, the Party No.1 has mentioned the rules and conditions applied to the Temporary Status Mazdoors. According to the said conditions, "If a labourer with temporary status commits a misconduct and the same is proved in an enquiry after giving him reasonable opportunity, his service will be dispensed with". The condition as mentioned above is also applicable to the workman. However, in this case, no charge sheet for the alleged misconduct was issued against the workman. He was not intimated the appointment of the Inquiry Officer. No witness was examined before the so called Inquiry Officer in presence of the workman. The workman was not given any chance for cross-examination of the witness or to lead evidence in his defence. The workman was never given any reasonable opportunity to defend his case. It is found from the record that from the beginning, the workman was denying of his knowledge about keeping of laptops in the car, which he was driving. It is also found that though there was a F.I.R. regarding the theft of the laptops in the Police Station, there is nothing on record to show as to what was the result of the investigation and as to whether, the workman was held responsible by the Police for such theft or that the theft of the laptops was committed due to the negligence of the workman. Taking into consideration the materials on record and applying the ratio of the principles laid down by the Hon'ble Court in the decision reported in 1998 ICLR-504 (supra), it is found that the termination of the service of the workman is illegal and unjustified and as such, it is necessary to set aside the order of termination dated 2-11-2002. From the facts and circumstances of the case, it is also found that the workman is entitled for reinstatement in service with continuity including regularization of service. So far the back wages is concerned, there is no pleading from the side of the workman that he was not gainfully appointed after his dismissal from service. No evidence has also been adduced in that respect. So taking into consideration all the facts and circumstances of the case, I think that the workman is not entitled for any back wages. Hence it is ordered :

ORDER

The action of the management of Divisional Engineer, Telecom, Microwave Project, CTO Compound, Nagpur-1 in terminating the services of the workman Shri Z. P. Mawalwala, TSM w.e.f. 2-11-2002 is not legal and proper. Hence, the order of termination of the service of the workman, Shri Z. P. Mawalwala dated 2-11-2002 is set aside. It is ordered that the workman be reinstated in service with continuity in service including regularization

of service within one month after publication of the award in the Government Gazette. The workman is not entitled for any back wages.

J. P. CHAND, Presiding Officer

नई दिल्ली, 28 जनवरी, 2011

का.आ. 599.—औद्योगिक विवाद अधिनियम, 1947 (1947

का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दूरदर्शन केन्द्र के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कमिकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकारण/श्रम न्यायालय, कानपुर के पचाट (संदर्भ संख्या 59/2008) को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-1-2011 को प्राप्त हुआ था।

[सं. एल-42012/15/2008-आई आर (डीयू)]

डॉ. एस. एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 28th January, 2011.

S.O. 599.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref No. 59/2008) of the Central Government Industrial Tribunal-cum-Labour Court, Kanpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Doordarshan Kendra and their workmen, which was received by the Central Government on 28-1-2011.

[No. L-42012/15/2008-IR (DU)]

D. S. S. SRINIVASA RAO, Desk Officer

ANNEXURE

BEFORE SRI RAM PARKASH, HIS,

PRESIDING OFFICER, CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
KANPUR.

Industrial Dispute No. 59 of 2008

BETWEEN

Sri Ram Vined,

S/o Sri Chhotey Lal,
Village Rangpura Phaphamu Soram,

District Allahabad.

AND

The Director,

Doordarshan Kendra,
Lajpat Rai Marg,
Mumfordganj,
Allahabad

AWARD

1. Central Government, MoL, New Delhi vide notification no. L-42012/15/2008-IR(DU) dated 17-6-2008, has referred the following dispute for adjudication to this tribunal—
2. Whether the action of the management of Doordarshan Kendra, Allahabad in terminating the services of their workman Sri Ram Vined with effect from 17-01-06 is legal and justified? If not to what relief the workman is entitled to?
3. In the instant case after receipt of reference order registered notices were issued to the contesting parties for filing of their respective claims. Both the parties have filed their respective statement of claim and counter claim in the case.
4. It may be pointed out that though the workman has filed document no. 5/1 purported to be an affidavit dated 5-9-08 in support of his claim but by a bare perusal of the same it appears that the alleged affidavit filed on behalf of the workman is neither notarized nor authenticated by an oath Commissioner. Therefore, the said document cannot be treated to be an affidavit of the workman in support of his claim statement.
5. On the contrary the opposite party has not put in their appearance in the case despite availing of sufficient opportunities. Likewise the workman too has not come before the tribunal to prosecute his case on merit. Claimant neither has adduced any evidence nor proved the documents filed by him along with the so called affidavit which are in the shape of photocopies. It is settled legal position that if the claimant is not coming forward to press his claim or to prove the same by cogent and reliable evidence he cannot be granted any relief for want of proof by this tribunal.
6. In short it may be pointed out that the claimant has claimed his reinstatement on the ground that he was appointed on the post of peon/office boy by the opposite party on 1-1-2001, and all of sudden he was orally terminated from his services on 17-1-06, by the opposite party. It is also stated that during the aforesaid period he has tendered more than 240 days service during the preceding 12 months from the date of his service with the opposite party and also that the time of terminating his service the opposite party has not paid notice pay, one months notice or retrenchment compensation thereby the opposite party has violated the mandatory provisions of Section 25-F of the Act. It is also stated that junior employee that the concerned workmen were working in the department but the opposite party without following the provisions of First Come Last Go terminated the services of the workman which is in breach of provision of Section 25-G of the Act, at any rate the whole action of the opposite party is illegal unjust arbitrary and ab-initio void and thus is liable to be quashed. Lastly he has prayed that he be reinstated in service of the opposite party with full back wages and all consequential benefits as he was working with the opposite party and discharging the duties of the establishment and was working under the control and supervision of officer of the opposite party and getting salary from the opposite party.
7. On the contrary the opposite party has filed its reply denying all the allegations as set up by the claimant and has prayed that the there is no merit in the case of the claimant and his claim be rejected being devoid of merit. It is also stated by them that the claimant was not the direct employee of the opposite party rather his services were hired through a contractor M/s Jai Durga Security Service, Jhansi, Allahabad. There was no relationship of master and servant between the claimant and the opposite party. It is also stated by the opposite party that at any point of time either the applicant or any such person has ever worked as workman of the opposite party but they were engaged on the work contract basis allotted to them from time to time for which contracted amount was paid by the opposite party since the year 2001 to 31st January, 2005.
8. Be that as it may, there is no evidence from the side of the claimant that he was ever engaged by the opposite party in their employment. From the order sheet of the file it is crystal clear that the claimant neither appeared, in the case despite availing of repeated opportunity granted by the tribunal nor even has proved the documents filed by him in support of his claim. Heavy burden lies on the claimant to prove his claim before the tribunal.
9. Since the claimant has failed to discharge his obligation and proving his case, he cannot be held entitled for any relief for want of proof pursuant to the present reference order.
10. Accordingly from the discussions made above it is held that the claimant is not entitled for any relief as claimed by him in his claim statement for want of cogent evidence and thereby the reference is bound to be answered against him and in favour of the opposite party.
11. Reference is answered accordingly against the workman and in favour of the opposite party.

19-1-2011

RAM PARKASH, Presiding Officer

नई दिल्ली, 28 जनवरी, 2011

AWARD

का.आ. 600.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार लॉर्ड कृष्णा बैंक लि. लिमिटेड के प्रबंधतंत्र के संबंध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, अरनाकुलम के पंचाट (संदर्भ संख्या 5/2007) को प्रकाशित करती है जो केन्द्रीय सरकार को 27/01/2011 प्राप्त हुआ था।

[सं. एल-12011/54/2002-आई आर (बी-1)]
रमेश सिंह, डेस्क अधिकारी

New Delhi, the 28th January, 2011

S.O. 600.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 5/2007) of the Central Government Industrial Tribunal-Cum-Labour Court- Earkakulam as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Lord Krishna Bank Ltd., and their workmen, which was received by the Central Government on 27-01-2011.

[No. L-12011/54/2002-IR(B-1)]

RAMESH SINGH, Desk Officer

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, EARNAKULAM

Present: Shri. D. Sreevalabhan, B.Sc., LL.B., Presiding Officer
(Thursday the 20th day of January, 2011/30th Pousha, 1932)

I. D. 05/2007

(I.D.84/2006 of CGIT-cum-Labour Court, Chennai).

Union : The General Secretary,
Lord Krishna Bank Union,
Central Office, Nairsamajam
Building,
Chendamangalam-683 512
By Adv. Sri. H.B. Shenoy.

Management : The Management Director,
Lord Krishna Bank Limited,
Regd. & Admn. Office,
Indian Express Building,
Kaloor, Cochin-17.
By Adv. Sri. Saji Varghese.

This case coming up for hearing on 14-01-2011, this Tribunal-cum-Labour Court on 20-01-2011 passed the following.

Lord Krishna Bank Ltd., hereinafter referred to as 'the management', was not prepared to accept the demand made by the Lord Krishna Bank Employees' Union, in short 'the union', for revision of the wages of Part-time Sweepers working in the branches of the bank where the carpet area is more than 3000 sq.ft and hence the union raised the industrial dispute which led to this reference under Section 10(1)(d) of Industrial Disputes Act, 1947.

2. The reference is :

"Whether the demand of the Lord Krishna Bank Employees' Union to enhance the wages of the Part Time Sweepers working in Lord Krishna Bank Limited as contained in the statement of claim annexed is legal and justified ? If so, what relief they are entitled to ?"

3. The reference was originally made to Central Government Industrial Tribunal, Chennai and the same was later transferred to this Tribunal as per the Order dated 22nd January, 2007 of the Ministry of Labour, Government of India, New Delhi.

4. The part-time sweepers in the branches of the bank where the carpet area is above 3000 sq.ft. are now being paid wages equal to one-third of the scale wages payable to full time subordinate workmen with proportionate annual increments. According to the union the present payment of wages to those employees is not in tune with Clause-18 of the All India Level 5th Bipartite Settlement. They have to work for more than 21 hours in a week and hence entitled to get three-fourth of the scale wages payable to full time subordinate workmen with proportionate annual increments as per the terms of that Bipartite Settlement. The wages of the part-time sweeper in the Bangalore branch was enhanced to one-half of the scale wages without any enhancement to the part-time sweepers in the other branches where also the carpet area is above 3000 sq.ft. It amounts to an unfair labour practice and is discriminatory, illegal and violative of the provisions of the Bipartite Settlement. Hence the union claims for enhancement of the wages of those part-time sweepers to one-half of the scale wages in the branches having carpet area of 3000 to 4000 sq.ft. and three-fourth of the scale wages in the branches having carpet area of more than 4000 sq.ft.

5. The claim of the union is opposed by the management by filing written statement raising the contentions that the fixation of wages for part-time sweepers in the bank is in accordance with the internal settlements entered into between the management and the union on 10-02-1981 and 30-06-1989 and the mutual understanding of 17-01-1997 on agreement that the part-time sweepers will be paid wages based on carpet area and not on the basis of hours of work. The bank became a

member of the All India Bank's Association only in the year 1974 after its establishment in 1940 and hence it was not covered by the Bipartite Settlements entered into between All India Banks' Association and the unions representing the workmen. It is for the first time the bank joined as a party to the 4th Bipartite Settlement dated 28-02-1985. It does not deal with the payment of wages to part-time sweepers. The All India Banks' Association to which the union is affiliated was a signatory to the 7th Bipartite Settlement dated 27-03-2000 wherein there was modification with regard to wages of the part-time sweepers getting consolidated wages based on hours of work. As per Clause 37(3) of that Bipartite Settlement it was expressly agreed that during the operation of the settlement the workmen will not raise any dispute of any nature whatsoever pertaining to any of the banks in respect of matters covered by the memorandum of settlement and hence the demand made by the union is not sustainable. The wages of the part-time sweeper in the Bangalore branch with the carpet area of 3894 sq. ft. was enhanced from 1-12-1998 based on his representation after taking note of certain special features of that building and other consideration. It was purely personal and not based on the carpet area or hours of work and it came to an end with the shifting of that branch and with his promotion as a sub-staff. It was an increase given in wages granted to one particular workman and not to the cadre of part-time sweepers in the branches having carpet area of more than 3000 sq. ft. No revision can be sought for based on that reason since the management always retain its discretion to grant increase in wages and it cannot be said that there is any discrimination. The allegation that the said part-time sweepers have to work for more than 21 hours in a week is denied. The hours of work is hardly relevant to consider the demand of the union. The union cannot rest the claim on the basis of Clause-18 of the 5th Bipartite Settlement since the management was not a party to it. The consolidated wages for part-time sweepers in the bank will be determined based on floor area or on internal settlement and not on hours of work. The bank has not indulged in any unfair labour practice. Hence the union is not entitled to the declaration sought for and the demand is liable to be rejected.

6. Union filed replication denying the contentions in the written statement and reaffirming the allegations in the claim statement. Further it is stated that the service conditions of the workmen in the bank were and are governed all through out by the provisions in the All India Awards and Bipartite Settlements entered into from time to time at all India level in the banking industry. The settlements dated 10-02-1981 and 30-06-1989 and memorandum of understanding dated 17-01-1997 were entered into between the union and the management as supplementary to the All India Level Bipartite Settlements. The management's plea that Clause-18 of the 5th Bipartite

Settlement dated 10-04-1989 is not relevant as the management is not a party to it is incorrect. The dispute is in no way hit by Clause-37(3) of the 7th Bipartite Settlement since it is not in respect of the matters covered by that Bipartite Settlement. The enhancement of wages to the part-time sweeper in the Bangalore branch was made by the management since the carpet area of that branch was more than 3000 sq. ft. requiring him to work beyond 21 hours in a week. Bank is governed by time wise formula evolved by those Bipartite Settlements coupled with and supplemented by the area wise formula evolved by the internal settlements. The union and the subject workmen in respect of whom the industrial dispute is raised are entitled to the reliefs claimed in the claim statement.

7. In the light of the above pleadings the following points arise for consideration

1. Whether the claim for enhancement of wages of part-time sweepers made in the statement of claim is legal and justified?

2. What relief, if any, they are entitled to?

8. On the side of the union one witness was examined as WW1 and Exts. W1 to 13 were got marked. No oral evidence was adduced on the side of the management. The documents produced by the management were marked as Exts. M1 to M4 and Exts. X1 to X5.

9. Point No. 1: Union seeks for a declaration that the claim for enhancement of wages for the part-time sweepers working in the branches of the bank where the carpet area is more than 3000 sq. ft. is just and legal so as to allow them to get one-half of the scale wages for those working in the branches having a carpet area of more than 3000 sq. ft. and below 4000 sq. ft. and three fourth of the scale wages to those in the branches with carpet area of more than 4000 sq. ft. The claim is made by resorting to the provision contained in Clause-18 of All India Level 5th Bipartite Settlement which provides for payment of wages for part-time employees on the basis of hours of work. As per Clause-18 the wages of the part-time employees coming within the category of subordinate staff based on hours of work is as given below:

If their normal total working hours per week are:

Upto 3 hours At Bank's discretion with a minimum of Rs. 60 p.m.

More than 3 hours At Bank's discretion but with a minimum of Rs. 175 p.m.

6 hours to 13 hours One third of the scale wages with proportionate annual increment.

More than 13 hours One half of the scale wages with proportionate annual increment.

More than 19 hours : Three fourth of the scale wages to 29 hours with proportionate annual increment.
Beyond 29 hours : Full scale wages".

10. The management would contend that the bank is not a party to that settlement and hence it is not binding and not relevant for considering the question of enhancement of wages to those part-time sweepers. According to the management it is based on the internal settlements and the memorandum of mutual understanding, part-time sweepers are being paid wages and all those settlements were entered into between the bank and the union based on carpet area and not on hours of work.

11. In the claim statement there is no whisper of any settlement with regard to payment of wages for the part-time sweepers in those branches. It is only stated that at present the bank is paying one third of the scale wages to those part-time sweepers considering the carpet area and not the hours of work. After raising the contention that it is based on the internal settlements and mutual understanding the wages are being paid, further allegation is made in the rejoinder that the same are supplementary to the All India Level Bipartite Settlements. The union was not able to deny that the present wage structure is based on those internal settlements and memorandum of understanding.

12. Ext. M1 is the copy of the internal settlement entered into between the bank and the union on 10th February, 1981. Clause-3 of that settlement deals with the wages to Part-time Sweepers and it is as follows :—

“3. Proper wages to part-time sweepers :

It is mutually agreed that with effect from 1-01-1981 the payment of wages to part-time sweepers shall be as follows :—

- (a) Places where the carpet area of the office premises is 800 sq. ft. or less at the discretion of the management.
- (b) Carpet area above 800 sq. ft. and up to 2000 sq. ft. at the rate of Rs. 60 per mensem.
- (c) Carpet area above 2000 sq. ft. the payment will be 1/3 of the salary payable to subordinate staff".

13. Ext.M2 is the next internal settlement entered into on 30-06-1989. Clause-3 of that settlement provides some modifications in the matter of payment of wages to part-time sweepers and it is extracted below :—

“3. Proper wages to part-time employees (Sweepers)

Payment of wages to part-time employees (Sweepers) shall be continued on the basis of the

area-wise formula in force, the sweepers engaged for areas above 800 sq. ft. and up to and inclusive 2000 sq. ft. shall be paid consolidated wages at the minimum rate of Rs.100 p.m. as per the relevant clause applicable to part-time employees in the 4th Bipartite Settlement dt. 17-09-1984 with effect from 1-07-1983. The management agree to pay if there are any claims on the basis of this formula deducting therefrom the payment already made".

14. Afterwards on 17-01-1997 there was enhancement of wages to part-time employees, who were receiving consolidated wages on the basis of mutual understanding and the same is evidenced by copy of the minutes of the joint discussion between the management and the representatives of the union, which is marked as Ext.M3. It is seen to have been dealt with as item No.5 in that joint discussion and the mutual agreement is as follows :—

“5. Part Time Sweepers :

(a) Fixation of scale wages at par with Bipartite Settlement :

Management agreed to fit the PTSs in the scale of wages as per the internal agreement and also agreed to fit the PTSs of the branches the carpet area of more than 1750 sq. ft. in the 1/3rd scale of wages with effect from 1-01-1997 and enhance the wages of the PTSs of all branches irrespective of the area from Rs. 325 and Rs. 375 to Rs. 500 with effect from 1-01-1997".

15. Ext. M4 is produced to prove that there was again an increase of wages to those part-time sweepers who were getting consolidated wages. It is the minutes regarding the bilateral discussions held on 26-06-2000, 14-09-2000 and 6-10-2000. It would go to show that the demand made by the union for enhancement of wages for the part-time sweepers in the branches where the carpet area is more than 3000 sq. ft. was not accepted expressing the inability of the management to consider the same at that time.

16. There cannot be any dispute as to the fact that the payment of wages to the part-time sweepers is based on internal settlements and the mutual understanding between the management and the union. The fixation of wages is on the basis of carpet area and not on the basis of hours of work. The part-time sweeper of the Ottapalam branch of the bank when examined as WWI has also admitted that the payment of wages is on the basis of carpet area.

17. Clause-18 of the All India Level 5th Bipartite Settlement provides for payment of wages to the part-time employees solely on the basis of hours of work. All the other All India Level Bipartite Settlements also envisage

the payment of wages on the basis of hours of work. If the fixation of wages for the part-time sweepers is to be based on Clause-18 of the 5th Bipartite Settlement then it is to be solely on the basis of hours of work. It cannot be on the basis of carpet area. If the hours of work is to be reckoned on the basis of carpet area it is necessary to have a specific formula or otherwise there must be cogent and convincing evidence to calculate the hours of work corresponding to the carpet area. In the claim statement the only allegation is that the part-time sweepers in the branches in the bank where the carpet area is more than 3000 sq.ft. have to work for more than 21 hours in a week. There is no reliable evidence in this case to prove it. WW 1 is working as Part time sweeper in a branch, where the present carpet area is stated to be 2302 sq.ft. It was stated by him that the carpet area of that branch was 3472 sq.ft. when he had joined service on 1st April 2001. There is nothing on record to show that he had to work for more than 21 hours in a week at that time. Besides that it was also stated by him that the sweeping work starting at 8.30 in the morning used to be over by 12-12.30 in the afternoon and even after that he has to attend other duties till 4.30 to 5 O'clock in the evening. Ext.X5 is there to support his version. If that be so he has to work for more than 29 hours even though the carpet area is below 3000 sq.ft. His evidence cannot be relied on to prove the hours of work in the branches having carpet area of more than 3000 sq. ft. Exts.X1 to X4 attendance registers will not in any way help the union to prove that the part-time sweepers in such branches have to work for more than 21 hours in a week as those do not contain anything about the hours of work. Exts. W8 and W9 will also render the case that they have to work for more than 21 hours unacceptable. The hours of work based on carpet area is differently shown in those documents. As per Ext. W8 for the carpet area of 2001 to 4000 sq. ft. the working hours is shown to be 13 hours in a week. But it is shown as more than 13 to 19 hours in a week in Ext. W9. As per Clause-18 of the 5th Bipartite Settlement the part time employees who have to work for more than 19 to 29 hours are entitled to get $\frac{1}{2}$ of the scale wages with proportionate annual increment of wages and those who work beyond 29 hours will get full scale wages. The claim of the union is for payment of $\frac{1}{2}$ of the scale wages for the part-time sweepers in the branches where the carpet area is more than 3000 and $\frac{1}{2}$ of the scale wages where the carpet area is more than 4000 sq. ft. It is also not in consonance with Clause-18 of that Bipartite Settlement. Further it cannot be said that the part-time sweepers in the branches having carpet area of more than 4000 sq. ft. have to work for less than 19 hours or more than 29 hours in a week. There is no evidence in this case for fixation of the wages on the basis of hours of work or to hold that the claim made by the union is correct. It is not known on what basis it is stated that the part-time sweepers in all the branches where the

carpet area is more than 3000 sq.ft are to be considered without any differentiation as to the hours of work based on carpet area.

18. The union must stick to the time wise formula and not area wise formula if they want to have revision on the basis of Clause-18 of 5th Bipartite Settlement as claimed in the claim statement. Union wants to have a combination of both in the case of only some of the part-time sweepers and the same cannot be brought into effect without having a new settlement after termination of the prevailing internal settlements. For that purpose it is necessary to have a termination of the internal settlements by issuing notice as contemplated under S. 19(2) of the Industrial Disputes Act. There is no case for the union that there was any termination of the internal settlements. The operation of those settlements still continues.

19. The demand for the revision of wages for those part-time sweepers was made by the union after the enhancement of the wages for the part-time sweeper in the Bangalore branch of the bank. It is put forth as the trump card by the union to make such a claim. According to the union the enhancement was made on the basis of the carpet area but the management denied the same and contended that the enhancement was made taking note of certain special features of that building and the peculiar circumstances. There is absolutely no evidence in this case to prove that the enhancement was made on the basis of the carpet area or hours of work. If it amounts to discrimination or an unfair labour practice as alleged by the union appropriate reliefs could have been sought for by the union as per the provisions of the Industrial Disputes Act. For the reason that there was enhancement of wages of a part-time sweeper in the Bangalore branch of the bank for sometime by itself is not sufficient to have revision of wages by fixing different scales as claimed by the union on the basis of carpet area and hours of work.

20. Management has got a case that the union cannot make a demand for the enhancement of wages for those part time sweepers in view of Clause 37(3) of the All India Level 7th Bipartite Settlement. Both union and management are parties to that settlement. As per Clause 37(3) of that Bipartite Settlement it was agreed that during the operation of the settlement the workman would not raise any demand of any nature whatsoever on any of the banks in respect of matters covered by the memorandum of settlement. But even according to the management it was not on the basis of that settlement wages are being paid to the part-time sweepers. In para 4 of the written statement it is expressly stated that there was no revision of wages in terms of that settlement and it was based on a discussion between the management and the union in September/October 2000 certain modifications were made with regard to the wage structure of the part-time sweepers.

Hence it cannot easily be said that the demand is not sustainable as it is hit by the said clause in that Bipartite Settlement.

21. Union has produced Exts. W8 to W-11 to prove that there was enhancement of wages in the other banks based on fixation of wages by taking into consideration of the carpet area and hours of work. Based on Exts. W8 to W11 it cannot be said that the demand of the union is legal and justifiable. Those documents will also go to show that the payment of wages in those banks are also not strictly in accordance with Clause-18 of the All India 5th Bipartite Settlement and the present claim of the union is not acceptable. If the demand was made for payment of wages on the basis of hours of work as provided under that clause of that Bipartite Settlement it could have been easily said that the demand of the union is justifiable. The demand made without the termination of the existing internal settlements governing the payment of wages cannot be said to be lawful.

22. The claim for revision is not in accordance with Clause-18 of the 5th Bipartite Settlement. It is the internal settlements that govern the payment of wages to the part-time sweepers and there cannot be any change until those are terminated or superseded in accordance with the provisions of the Industrial Disputes Act. The revision of wages of only a set of part-time sweepers is not justifiable without any revision of the wages of other part-time sweepers as it is to be considered as a package. In view of the aspects discussed above I hold that the demand of the union is not legal and justifiable.

23. **Point No.2:**—In view of the above finding I hold that no relief can be granted in respect of the demand made by the union. In the result an award is passed finding that the demand of the Lord Krishna Bank Employees' Union to enhance the wages of the Part Time Sweepers working in Lord Krishna Bank Limited as contained in the statement of claim annexed is not legal and justified and they are not entitled for any relief.

The award will come into force one month after its publication in the official gazette.

Dictated to the Personal Assistant, transcribed and typed by her, corrected and passed by me on this the 20th day of January, 2011.

D. SREEVALLABHAN, Presiding Officer

Appendix

Witness for the Union

WWI — M.Krishnadas, Sweeper, HDFC Bank, Ottappalam branch.

Witness for the Management - Nil.

Exhibits for the Union

W1	— Letter dated 2-6-2001 to the Chief General Manager of the bank from General Secretary of the Union.
W2	— Letter dated 16-07-2001 to the Executive Director of the bank about the number of branches having carpet area of more than 3000 sq.ft.
W3	— Letter dtd. 4-1-2002 to the Managing Director by the General Secretary.
W4	— Copy of the petition submitted before the Assistant Labour Commissioner (Central) by the General Secretary dated 3-6-2002.
W5	— Copy of the proceedings of the conciliation meeting held on 26-8-2002.
W6	— Copy of the failure of conciliation report sent to the Secretary, Government of India, Ministry of Labour, New Delhi by the Assistant Labour Commissioner dated 19-9-2002.
W7	— Certified copy of the Order dated 12-7-2006 in O.P. 36895/2002 (P) of the High Court of Kerala.
W8	— Copy of staff circular No. 83/1992.
W9	— Copy of details of wages of part-time employees in the Canara Bank.
W10	— Copy of service conditions of part-time employees in the Central Bank of India.
W11	— Copy of circular - wages payable to part-time sweepers in Bank of Baroda.
W12	— Copy of appointment order dated 4-2-2006 of Ms. Beena.
W13	— Copy of circular No. 79/2006 dated 3-3-2006.

Exhibits for the Management

M1.	— Copy of Memorandum of Settlement dated 10th February 1981. (page-3).
M2	— Copy of Memorandum of Settlement dated 30-6-1989 (page 21).
M3	— Copy of Minutes of the Joint Discussion held on 17-1-1997.
M4	— Copy of Minutes of the bilateral discussion held on 26-6-2000, 14-9-2000 and 6-10-2000.

Court Exhibits

X1	— Attendance Register for the period December 1999 to February 2004.
X2	— -do- March 2004 to April, 2008.
X3	— -do- May 2008 to December 2008.
X4	— - do - January 2009 to July 2009.

X 5 — Certified copy of the Attendance Register for the period from July 2009 to March 2010.

नई दिल्ली, 28 जनवरी, 2011

का.आ. 601.——औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक ऑफ सोराष्ट्र के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण भावनगर के पंचाट (संदर्भ संख्या 5/2009) को प्रकाशित करती है जो केन्द्रीय सरकार को 8-7-2010 प्राप्त हुआ था।

[सं. एल-12011/57/93-आई आर (बी-1)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 28th January, 2011

S.O. 601.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No 5/2009) of the Industrial Tribunal (Central) as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of State Bank of Saurashtra and their workman, received by the Central Government on 8-7-2010.

[No. L-12011/57/93-IR(B-I)]

RAMESH SINGH, Desk Officer

ANNEXURE

Exhibit-158

BEFORE SHREE S. S. PANCHAL, INDUSTRIAL TRIBUNAL, CENTRAL, BHAVNAGAR

Reference I.T.C. (New) No. 5 of 2009

Reference I.T.C. (Old) No. 12 of 1994

First Party : (1) The Managing Director, State Bank of Saurashtra, Now State Bank of India, Head Office, Nilam Baugh Circle Chowk, Bhavnagar.
 (2) State Bank of Saurashtra Employees Consumers Stores Ltd., Bhavnagar.

V/s.

Second Party It's Workman
 Bhavnagar Jilla Mazdoor Sangh, C/o. Manibhai Gandhi, 113, City Centre Complex, Kala Nala, Bhavnagar.

APPEARANCES:

Mr. F. M. Battiwala, Advocate for the First Party,
 Mr. Manilal G. Gandhi, Advocate for the Second Party.

AWARD

1. This Reference was referred to The Industrial Tribunal, Central, Bhavnagar, for the adjudication, by the Government of India/Bharat Sarkar, Ministry of Labour/ Shram Mantralaya, New Delhi, vide it's Office order No. L-12011/57/93-IR(B-I) dated : 28-3-1994. But later, this reference was transferred to Industrial Tribunal, Central, at Ahmedabad, but later on, order below Civil Application No. 2024/2009 dated: 3-9-2009 passed by the Hon'ble High Court of Gujarat, this Reference has been transferred to this Tribunal. The schedule of the dispute is as under :

“Whether the three employees of State Bank of Saurashtra Employees Consumer Co-op. Store Ltd., are the workmen of State Bank of Saurashtra, Bhavnagar ? If so, whether the demand of the Bhavnagar Jilla Mazdoor Sangh for treating them as regular employees of State Bank of Saurashtra is justified ? What relief, if any, the workmen are entitled ”

2. In the present reference case first party Managing Director, State Bank of Saurashtra now the State Bank of India, Bhavnagar will be referred as a “First Party No. 1”, while the First Party No. 2 State Bank of Saurashtra Employees Consumers Stores Ltd. will be referred as “First Party No. 2”, while concerned workmen “Concerned Workmen”.

3. After that the Second Party concerned workmen has filed their statement of claim vide Ex-5 and has represented to this Tribunal that, Second Party is a State Bank of Saurashtra Employees Consumers Co. op. Ltd., has published a hand-book for the Staff welfare activities and in the Chapter-5 of the said hand-book it is established that the Store will work for the benefit of the workmen of the Bank. Managing Director of the Bank is a Supreme Authority of the Bank and is an official Chairman of the Store. Not only that but also the workmen for the Store is appointed by the Chairman of the Bank. And the workmen of the Consumer Store are paid their wages as workmen of the Bank management. Further, the Second Party has submitted that, the Land, Building, Furniture, Fixture and Stationary for the Consumer Store is provided by the Bank management. Even Audit and Books of Account is also managed by the Bank Management. This the Consumer Store is the one of the welfare activities of the Bank Management. Though, the Consumer Store is registered under the Co. op. Societies Act, but there is no any workmen employed in the Store are elected, but they are the workmen of the Bank Management. One of the workmen Mr. Atulbhai Patel who was working in the Consumer Store was inclusion in the 1984 in the regular cadre. Even one of the workmen of the Consumer Store

was died, and therefore his wife Mrs. Pravinaben was appointed as workman of the Bank by the Bank Management on the Compensatory ground. Thus, it proves that the Bank Management and the Consumer Store are not different establishment. The Second Party workmen have cited different judgments delivered by the different High Courts and Supreme Court of India. They are as under :

- (1) Saraspur Mills Co. V/s. Ramanlal,
- (2) Misc. I Appeal No. 2574 of 1991, LLN, Jan. 93, Karnataka High Court, P. 45,
- (3) LLN, March 92, P. 423-426 Andhra Pradesh High Court.
- (4) LLN, March 92 P. 489-495 Bombay High Court.

4. The Rules and Regulations are made by the Bank Management for the Consumer Store. In the above-mentioned facts and circumstances of the case, the second party workmen has prayed that, the first party may be directed to treat the concerned workmen as regular employees of the State Bank of India with all consequential benefits in the interest of justice.

5. In reply of the Statement of the Claim, the First party has submitted their reply vide Ex-08 and submitted that, the Bank is constructed by the Govt. of India and is working for money lending, Govt. pensions, Gratuity, Insurance Scheme and is a Bank for the Businessmen. Bank is working through its workmen, and workmen are engaged through Selection Board of the Bank. There is no duty of the Bank to establish the Consumer Store, and to provide essential commodities to its workmen. Consumer Store is a separate body. The workmen of the Consumer Store cannot be treated as workmen of the Bank. The Consumer Store is a registered under the Gujarat Co. op. Societies Act, and its registration No. is BH/1144 Dated : 29-7-1965. To be a member of the Consumer Store is voluntary. There is a separate body maintenance and administration of the Consumer Store. The workmen of the Consumer Store are not an employee of the Bank under Sec. 2(S) of the I.D.Act. It cannot be proved that if a Chairman of the Bank is established as an M.D. for the Consumer Store, then the Store is run by the M.D. There is no any control of the M.D. over the Consumer Store, hence the reference made by the Government is bad in law and, therefore, the same deserves to be dismissed on this ground alone. Hence, the present reference is liable to rejected with the coast.

6. Vide presenting Ex. 9, the First Party Bank has requested to this Tribunal to join to " Shree Employees's Consumers Co. op. Stores Ltd" as a party. Vide presenting Ex. 10 the second party concerned workmen has given their reply in addition and represented that, the demand of

the First Party to join the party to the Employees Consumers Co.op. Stores are not legal, fair and tenable in the eyes of the law hence it is liable to rejected. After hearing both the parties the former Tribunal has come to the conclusion and ordered on the Ex. 9, to join the Consumers Stores as a Party in the present reference case. Vide Ex. 13 the Second Party has produced documentary evidences, and the same has been exhibited No. 29 to 35. Vide presenting Ex. 16, 17, 19, 28, 36, 86, 96, 107, 118, 128, 139, 151 the Second Party concerned workmen has produced more documentary evidences. The Second Party concerned workman Mr. Dilip Bhikhala has been examined vide Ex. 53 in this reference case. Second Party Consumers Stores has produced their documentary evidences vide Ex. 60, 85, 113. The Second Party concerned workman Mr. Dasrathbhai J. Patel has been examined vide Ex. 117 in this reference case.

7. The First Party has examined their witness Mr. S. Narayan vides Ex. 130, Mr. Muthyala Sudhir Pratap vides Ex. 138 and both the witnesses have been cross examined by the Second Party Consumers Stores.

8. The Second Party Consumers Stores has produced their written argument vide Ex. 152. While the First Party has produced their written argument vide Ex. 155. Both the arguments presented by both the parties have been taken into the consideration.

9. After taking into the consideration the arguments, documents presented by the both the parties, oral evidences taken on oath by the both the parties this Tribunal has to decide that, whether three employees of State Bank of Saurashtra Employees Consumer Co-op. Store Ltd. are the workmen of State Bank of Saurashtra, Bhavnagar ? If so, whether the demand of the Bhavnagar Jilla Mazdoor Sangh for treating them as regular employees of State Bank of Saurashtra is justified ? What relief, if any, the workmen are entitled ?

10. During the hearing case on the hand, the present reference has been transferred from Ahmedabad to the present Tribunal for the consideration and the New No. 05/2009 has been given to the present reference case. After registering the case on hand both the parties had been issued notices. Before that, the First Party No. 1 had raised a preliminary issue about the legal aspects and about the facts of the case vide Ex. 156 and vide Ex. 147. About the said preliminary issue the Learned Advocate for the Second Party concerned workmen Mr. Manibhai Gandhi has presented their reply on 2-12-2009 and submitted that the preliminary issues should be decided at the time where the present reference case may be decided. Taking into the consideration of pleadings and representations made by the both the parties, this reference cannot be decided only on the preliminary issue, because in the preliminary

issue there have been raised legal aspects and factual aspects also. And without taking into the consideration the said legal and factual aspects this Tribunal cannot come to the conclusion. Hence, it has been ordered that, the preliminary issues raised by the First Party No. 1 will be decided at the time when the reference will be decided on the merits.

11. In the case on the hand, the legal aspects of the case has been raised by the First Party No. 1. One of them is the S.B.I. Employees Consumer Co-operative Stores Ltd. has been established under the Co-operative Societies Act and registered with the Registrar of Co. operative Societies and has been in existence for 39 years. Another legal aspect raised by the First Party is, the S.B.I. Employees Consumer Co-operative Stores Ltd. has been set up by a few like minded employees of the Bank under the provisions of the Co-operative Societies Act in order to provide essential commodities of good quality at reasonable price to all employee members as a social objective. This Co-operative Store also obtained License under Shops & Establishments Act to operate the stores at Bhavnagar at the relevant time initially. The executive Committee of the Stores has the discretion to employ their own independent workers to run the stores and fix the terms of employment applicable to the concerned employees referred to in reference mentioned above. The management of the bank is authorized to apportion a small percentage of the profit to meet the expenditure related to the welfare of the employees by way of subsidy. The bank also provides the infrastructure required for the welfare activities of the employees. Accordingly, Stores, canteen, dispensary, recreation room etc. has been permitted to function in the bank's premises for the convenience of these employees of stores as a welfare measures and not as a statutory measure at all in any sense of the services of such employees of Co-operative Stores at Bhavnagar. The management of all these activities is vested with independent bodies, trustees, committees, contractors, retainers etc. of the Co-operative Stores. The Bank may depute/lend the services of an employee to work as Manager for a period of 2/3 years in the interest of employees shareholders of stores.

12. By the First Party No. 1 it has been submitted that, they have raised an issue on the jurisdiction as legal objections on the jurisdictional point and has submitted that, this Tribunal has no jurisdiction to deal with this case on the ground that there is no existence of master and servant relationship between these three persons (now only two as third one already retired) who are working in S.B.S. Consumer Co-operative Stores Ltd. Bhavnagar and the bank has nothing to do with their respective services with their Stores in the sense that they are not workmen with the meaning as defined u/s. 2 (s) of the I.D. Act-1947. There is no any evidence to prove that, they are the employees of the respondent bank. There is no evidence

to the effect that no letter of appointment is given to each of them by the bank nor there is any direction or control test to be applicable to each of them by any authority of the bank in the context of the work they perform in the said Co-operative stores where they are aid to be employed. The manager and Accountant who are associated with the Stores are only assisting the operation in the interest of member employees of the bank as a welfare mission. Section 2 (s) which defines the workman gives the criteria as to when any person can be termed as workman which we find in a series of judgments of High Court and Supreme Court and also indicated certain factors which make on to be a workman. In this connection, the factors which are to be considered so as to arrive at the conclusion as to when a person is a workman. Following factors are to be considered :

1. Who is the appointing authority ?
2. Who is the pay master ?
3. Who can dismiss ?
4. How long alternative service lasts ?
5. The extent of control and supervision.
6. The nature of the job.
7. Whether it is professional or skilled work.
8. Nature of Establishment.
9. The right to reject.

13. Respondent Bank has raised preliminary issue vide Ex. 147 that, S.B.I. Consumer Co-operative Stores Bhavnagar where these two persons are employed is not an industry as per Section 2 (j) of the I.D. Act-1947. Hence, present reference is bad in law and void in the said context of the matter. Further First Party has submitted that, Consumer Co. operative Store is in fact a small shop and that too to the need only the need of the small group of working members of the Consumer Co-operative Store and the working of the stores has nothing to do with the banking activities of the First Party which is a public utility service operating under the Central Govt. jurisdiction. Reference is also bad in law on the ground that these two persons who are related to this case are not at all working under the direction and control of any competent authority of the First Party who can even not take disciplinary action against the employees of Consumer Co-operative Store in the event of the situation where any such person working in Consumer Co-operative Store commits any misconduct while on duty and while in service of Consumer Co-operative Store at Bhavnagar. Further First Party has submitted that, Consumer Store employees are the permanent employees of the Consumer Store and wages and salary are required to be paid by the Consumer Store only and not by the First Party. The present Consumer Store is in operation for the last 39 years and since then,

all the disciplinary power is in the hands of committee of the Consumer Store and the First Party has nothing to do with the same in any context of the service conditions of these employees in question. Further the First Party has submitted that, the Central Govt. Labour Dept. had paid no attention to the nature of service of these persons which is evidently a very dominant factor for making a reference to Industrial Tribunal under the I.D. Act. In view of the above it is established that, this reference has been made by the Labour Ministry, New Delhi without giving attention to the real factor of this case. Therefore, whole reference is void, illegal and bad in law. Further the First Party has submitted that, the Consumer Stores employees can never be said to the employee of the First Party that banking services are rendered in a very wide amplitude or in a wide circumference of the banking activities whereas Consumer Store being an independent entity has to operate under the guidelines of the Govt. Authorities operating under the Co-operative Societies Act and for which the registration with the Co-operative society is very much essential. This is the statutory obligation on the part of the Consumer Store operation in Gujarat under the said Act. There is no any such activity of this Consumer Store which can ever be treated to be part of the banking service in a wide area of operation in whole of the State in Gujarat.

14. In support of his case the First Party has cited number of cases, and in the one of them the First Party has cited the case of Management of Reserve Bank of India V/s. Their workmen, 1996, (2), LLJ. 42, S.C. In the aforesaid case Hon'ble Supreme Court has established that, employee in canteen run by Reserve Bank of India through Committees or Co-operative Societies or contractors without any statutory or legal obligation on the employer bank to run canteens. They are not workmen of the Bank nor is there any relationship of master and servant between the Bank and those employees. Demand for regularization of such employees cannot be sustained. Further, the First Party has represented that, no obligation on the part of the Bank to provide canteen facilities and the canteen was non statutory and run by Local Implementation Committees having no recognition by Bank. Employees of such canteens, neither under the control of the Bank or their appointments governed by the rules framed by the Bank. Promoting canteen facilities by providing subsidy or other facilities is altogether different from running the canteen. The canteen was run by LIC and the Bank did not have any control in the appointment of the canteen employees. Held, the employees would not become employees of the Bank and there was no employer-employee relationship between the employees and the Bank. The said ruling is made in the case of State Bank of India V/s. Canteen Emp. Union, 2000, (1), LLJ, 1441, S.C. Further, the First Party has submitted a citation of the case of Indian Overseas Bank V/s. I.O.B.

Staff Canteen Workers Union, 2000, (1), 1618, S.C. and in the said case law it has been laid down that, where the canteen was run by Bank to cater to the needs of its employees through a Co-operative Society formed by employees to which Bank provided premises, furniture, utensils, electricity etc. the factual findings of the Industrial Tribunal with regard to existence of master servant relationship cannot be interfered with the High Court, in exercise of its writ jurisdiction as a case of no evidence. In the light of the objections made as above and when the reference is bad in law based on settled position of law referred to above and the above persons working in Co-operative Stores should not be construed to the employees of the Bank when there is no any employer and employee relationship between the Bank and these persons and then the reply to the reference may be made by this Tribunal operating under the Central Govt. for the purpose of this reference, as legally bad reference owing to various grounds referred to above contrary to the factual position of the present reference in the eye of law accordingly.

15. In reply of the said preliminary issue raised by the First Party, the Second Party concerned workmen have produced their written answer vide letter dated : 2-12-2009 and in the said letter the Second Party concerned workmen has submitted that, the reference case on hand is raised on 28-3-1994 i.e. before fifteen years ago, and in the case the schedule was as under :

“Whether the three employees of the State Bank of Saurashtra Employees' Consumer Co-operative Store Ltd. are the workman of the State Bank of Saurashtra, Bhavnagar ? If, so, whether the demand of Bhavnagar Jilla Mazdoor Sangh for treating them as regular employees of State Bank of Saurashtra is justified ? What relief, if any, the workmen are entitled ?”

16. Thus from at the bottom of the case was raised the Second Party concerned workmen has raised their case for treating them as a workmen of the bank as the Bank is running “Staff Dispensary”, “Staff Library”, “Staff Canteen” etc. The Bank is treating them the staff of the Bank, and hence the workmen of the Consumers Stores, also should be treated as workmen of the Bank. In the said letter the Second Party concerned workmen has given their reply, and further said that, in the present reference case was raised on 28-3-1994 and during the time, both of the parties have produced their documentary evidences, written arguments, oral evidences and thus, most of the case has come to the end. And at the end time the First Party has raised the preliminary issue vide Ex. 147, this is not fair. And at the end time no any party can raise the preliminary issue. It is true that, a legal issue can be raised at any time, but the issue raised by the First Party is not a legal issue. The issue raised at this time, does not touch at

the root of Territorial Jurisdiction or at the root of the law. The Bank has raise their a preliminary issue in Para 3(c) that, the Consumers Stores is not an industry and therefore the reference is bad in law, but the Bank has not produced any documentary evidences in the case on hand.

17. Looking to the preliminary issue raise by the First Party and reply of the the Second Party concerned workmen given in letter dated 2-12-2009 it is very clear that, the name of the Consumer Store is "State Bank of Saurashtra Employees Consumers Co-op. Stores Ltd.". This shows that, it's construction and motive of the Stores is mostly concerned with the Bank. It is provisioned that, only an employee of the Bank can be a members of the Consumers Stores and no any other person can be a member of the Stores. And the motive of the Consumers Stores is to provide necessary substances for the life to their employees. The construction of the Consumers Store is done under the guidlines of the State Bank of India. The construction of the Consumers Store is done according to the State Bank of the India Handbook on Staff Welfare Activities as per Ex. 41 and 121. Further in the said handbook it is ordered to obey the said guidlines to all the subordinate Banks. And further in the Chapter-IV Close 1 to 13 guidelines has been given that how to construct the Consumers Stores, how to help by the Bank to the Stores, the rate of the subsidy, number of Staff providing by the Bank, rent free accommodation etc. All these instructions shows very clear that, there is a clear control and supervision of the Bank over the Consumers Stores.

18. Further, looking to the records produced in the present reference case i.e. Ex. 138 shows that, two managers and an accountant has been appointed by the Bank in the Consumers Stores and is the employees of the Bank. It shows very clear that, the administration of the Consumers Stores is run by the Bank. In document Ex. 53 it has been accepted by the Bank that, the Executive Council of the Consumers Stores are made from the Bank Employees. The Consumers Stores is situated in the Bank Building, and the Bank has provided the said accommodation rent free to the Consumers Stores. Stationary, furniture and fixtures, it's repairing, telephone facility, computer, electricity, water etc. are provided by the Bank. In response of the said arguments, the Second Party concerned workmen has cited some cases. One of them is G.M. O.N.G.C. V/s. O.N.G.C. Contractual Worker's Union, L.L.N., 8, 2008, page-490 to 497 it has been laid down by the Hon'ble Supreme Court of India that, behind the curtain the status of the employees are of the workers of the O.N.G.C. Not only that, but also in the case of Indian Overseas Bank V/s. Indian Overseas Bank Staff Canteen Worker's Union and Ors. L.L.N. 6, 2000 Page-930 Hon'ble Supreme Court of India has laid down that, in the said case the dispute was raised that, workers of the Co-op. Staff Canteen are not the employees of the Bank, but looking to the behind of the curtain it seems that, the

workers of the Co-op. Staff Canteen is the employees of the Bank.

19. Looking to the nature of the preliminary issue, it has been decided by the Hon'ble High Court of the Gujarat in LLN. Vol. 5, 2008 Page-160 that, a Labour Court or Tribunal can hear preliminary issue together. Further in the said case it has been decided that, if during the conciliation the preliminary issue is not raise then it can be rejected at any stage. Further, the Second Party concerned workmen has cited more some cases in response of his case are as under :

1. LLN. 34-2008, Page-628.
2. LLN. Vol. 5-2005, Page-944.
3. LLN. Nov. 2008, Page-588.

20. Looking to the principles laid down in the aforesaid cases and documents and looking to the evidences produced by the both the parties it is necessary obligation of this Tribunal to obey the principles laid down by the Hon'ble Apex Courts. Hence, the preliminary issue raised at the end time by the Bank is liable to be rejected. Hence, an application to decide first the preliminary legal issue presented by the First Party Bank vides Ex. 147 is rejected.

21. Now the question arise in the case on hand that, whether the three employees of the State Bank of Saurashtra Employees' Consumer Co-operative Stores Ltd. are the workman of the State Bank of Saurashtra, Bhavnagar or not ? And further sub-question arise that, if, so, whether the demand of Bhavnagar Jilla Mazdoor Sangh for treating them as regular employees of State Bank of Saurashtra is justified or not ? First of all, to get the answer of the above questions it is necessary to observe that when and by whom the demand was raised. Documentary evidence produced by the Second Party concerned workmen vide dated 30-5-1991 is on the record of the case and is an approach letter written by the Second Party concerned workmen. Three concerned workmen have written the said approach letter and have signed as under :

- 1.. Shri Jitubhai B. Zakhara,
2. Shri Dilip B. Mandaviya,
3. Shri Kishore C. Sheth.

22. Thus, aforesaid three workmen have raised the demand and their demand is to treating them the staff of the workmen of the State Bank of Saurashtra, now State Bank of India. Because, the Bank is running "Staff Dispensary", "Staff Library", "Staff Canteen" etc. The Bank is treating them the staff of the Bank, and hence the workmen of the Consumers Stores, also should be treated as workmen of the Bank. Looking to the records of the case on hand, the present reference case was raised on

28-03-1994 and the case was referred to this Tribunal for the adjudication on the said date. The Bank has argued that, the Consumers Store is not an industry and therefore the reference is bad in law, but the Bank has not produced any documentary evidences in the case on hand.

23. Before come to the conclusion regarding the questions arose in this case it is very necessary to take into the consideration the observations made by the Hon'ble Supreme Court of India. In the case of G.M. ONGC Shilchar V/s. ONGC Contractual Workers Union, 2008, (3), LLN. 490, Hon'ble Supreme Court of India has observed on para 17 as under :

“17. It is true that the underlined portion of the reference *prima facie* does give the impression that it presupposes that the workmen were contractual employees and the only dispute was with regard to the regularization of their services. It is equally true that the reference appears to have been other loosely worded but as observed by the Industrial Tribunal and the Division Bench, both parties were aware of the real issues involved in the light of the protracted litigation and the efforts made during conciliation proceedings. The Division Bench has, thus, rightly observed that it was open to the Industrial Tribunal to have lifted the veil so as to determine the nature of the employment and the dispute between the parties and for that purpose to look into the pleadings and evidence produced before it.”

24. Further, in the case between Indian Overseas Bank V/s. Indian Overseas Bank Staff Canteen Workers Union and Another, 2000 (2), LLN. 930, Hon'ble Supreme Court of India has observed on paras 20 and 21 as under :

“20. the factual findings recorded by the Tribunal and the Division Bench as also the materials relied upon therefore, have been already set out in detail, *supra* and it is unnecessary to refer to them in greater detail once over again. The canteen in question was being run from 1 January, 1973 and even before that, indisputably, the bank itself had arranged for running of the same through a contractor and similar arrangement to run through a contractor was once again made by the bank on its closure on 26 April, 1990, though after a period of some break from 21 October, 1992. Besides this, the nature and extend of assistance, financial and otherwise in kind, provided which have been enumerated in detail, would go to establish inevitably that the bank has unmistakably and for reasons obvious always undertaken the

obligation to provide the canteen services, though there may not be any statutory obligation and it will be too late to contend that the provision of canteen had not become a part of the service conditions of the employees. The materials placed on record also highlight the position that the bank was always conscious of the fact that the provision and availing of canteen services by the staff are not only essential but would help to contribute for the efficiency of service by employees of the bank. That it was restricted to the employees only, that the subsidy rate per employee was being also provided, and the working hours and days of the canteen located in the very bank buildings were strictly those of the bank and the further fact that no part of the capital required to run the same was contributed by anybody else, either the promoters or the staff using the canteen are factors which strengthen the claim of the workers. It was also on evidence that the canteen workers were enlisted under a welfare fund scheme of the Bank besides making them eligible for periodical medical check up by the doctors of the bank and admitting them to the benefits of the provident fund scheme. The cumulative effect of all such and other facts noticed and considered in detail provided sufficient basis for recording its findings by Tribunal as well as the Division Bench of the High Court ultimately to sustain the claim of the workers, in this case.

21. The learned Single Judge seems to have not only overlooked certain relevant material but by adopting a negative approach had belittled the relevance and importance of several vital and important factual aspects brought on record. If on the fact proved the findings recorded by the Tribunal are justified and could not be considered to be base upon no evidence, there is no justification for the High Court in exercising writ jurisdiction to interfere with the same. The promoters of the canteen being permanent employees in the service of the bank, permitted to run the canteen, by merely being in control of the day-to-day affairs of the canteen, the bank cannot absolve of its liabilities when it was really using the canteen management as its instrumentality and agent. The cloak apart the “voice definitely is that of Jacobs.” Consequently, we could neither find any error of law or other vitiating circumstances in the judgment of the Division Bench nor any

infirmities in the process of reasoning or gross unreasonableness and absurdities in the conclusions arrived at to restore the award, so as to justify and warrant out interference in the matter.

25. Looking to observations made by the Hon'ble Supreme Court of India in aforesaid both the cases, the following **questions** arise in the case on hand to come to the conclusion to one way or the other :

1. Are there any permanent employees of the Bank have been appointed to run the Consumers Stores ?
2. Has the Bank taken upon itself the responsibility of providing the Consumers Stores facilities to the employees of the Bank ?
3. Has the Bank provided the basic requirements like building, stationary, furniture and fixtures, telephone facility, computer, electricity, water etc. to the Consumers Stores ?
4. Whether the Bank is giving subsidy to the Consumers Stores or not ?
5. Is the Consumers Stores runs in the premise of the Bank ?
6. Is the Consumers Stores for the exclusive use of the Bank Staff ?
7. Has the Bank provided the infrastructure facilities ?

26. Looking to the records produced in the present reference case i.e. Ex. 138 shows that, two managers and an accountant has been appointed by the Bank in the Consumers Stores and is the employees of the Bank. It shows very clear that, the administration of the Consumers Stores is run by the Bank. In document Ex. 53 it has been accepted by the Bank that, the Executive Council of the Consumers Stores are made from the Bank Employees. The answer of the said question comes in positive.

27. Looking to the facts and documentary evidences produced by both the parties, and looking to the reply of the Second Party concerned workmen has shown in letter dated 2-12-2009 it is very clear that, the name of the Consumer Store is "State Bank of Saurashtra Employees Consumers Co.op. Stores Ltd." This name itself shows that, construction and motive of the Stores is mostly concerned with the Bank. It is also provisioned that, only a employee of the Bank can be a member of the Consumers Stores and no any other person can be a member of the Stores. And the motive of the Consumers Stores is to provide necessary substances for the life to their employees. The construction of the Consumers Store is

done under the guidelines of the State Bank of India. The construction of the Consumers Store is done according to the State Bank of India Handbook on Staff Welfare Activities as per Ex. 41 and 121. Further in the said Handbook it is ordered to obey the said guidelines to all the subordinate Banks. And further in the Chapter-IV Close 1 to 13 guidelines has been given that how to construct the Consumers Stores, how to help by the Bank to the Stores. Thus, the answer of the second question falls in positive.

28. In answer of the third and fourth question, we should see the Ex. 53, and in the said document it is very clear that, the Consumers Stores is situated in the premise of the Bank, and thus Bank has provided the said accommodation rent free to the said Consumers Stores. Not only that, but also the Stationary, furniture and fixtures, it's repairing, telephone facility, computer, electricity, water etc. are provided by the Bank to the Consumers Stores. Not only that, but also the rate of the subsidy is also decided by the Bank. All these circumstances and documentary evidences show very clear that, there is a clear control and supervision of the Bank over the Consumers Stores.

29. In the answer of the fifth question it is very clear that there is no dispute and it is also accepted by the Bank that, the Consumers Stores is situated in the Bank Building, and the Bank has provided the said accommodation rent free to the Consumers Stores.

30. In connection with the question No. 6, if we see the Ex. 53, in an oral evidence of the Second Party concerned workmen Mr. Mandavi Dilip Bhikhala confess that, the main motive of the Consumers Stores is to provide necessary substances for the life to their employees. Thus, the answer of the said question is also fall in positive.

31. Last question is that, has the Bank provided the infrastructure facilities to the Consumers Stores or not ? Looking to the documentary evidences produced in the present reference case it is very clear that, Bank provided the infrastructure facilities to the Consumers Stores. Hence the answer of the said question is also comes in the positive manner.

32. Looking to the result of the aforesaid test, and looking to the documentary evidences and lifting of the veil, if we see that who is actual master and servant, then we can very easily find out that who actual master is ? Aforesaid result itself shows that, the actual master of the present concerned workers is not a Consumers Stores, but actual master of the concerned workers of the Consumers Stores is the State Bank of India. Looking to the aforesaid observations laid down by the Hon'ble Supreme Court of India, in the case of workers of the O.N.G.C. the principle is laid down that, the Tribunal should

find out that, who is a actual master and servant and it is also directed in the said judgment that, the Tribunal has a power to lifting up the veil. Not only that, but also in the case of Indian Overseas Bank V/s. Indian Overseas Bank Staff Canteen Worker's Union and Ors. L.L.N. 6, 2000 Page, 930 Hon'ble Supreme Court of India has laid down that, in the said case the dispute was raised that, workers of the Co.op. Staff Canteen is not the employees of the Bank, but after lifting up the veil, it seems that, the workers of the Consumers Stores are the employees of the Bank. All these circumstances force to this Tribunal to obey the principles laid down by the aforesaid Apex Courts. Hence, this Tribunal is in opinion of that, the three employees of State Bank of Saurashtra Employees Consumers Co-op. Stores Ltd. are the workmen of State Bank of India, Bhavnagar. Not only that, this Tribunal has convinced by the Second Party concerned workmen through the documentary evidences that, the demand of the Bhavnagar Jilla Mazdoor Sangh for treating them as regular employees of State Bank of India is justified.

33. In the aforesaid circumstances, question arise for the adjudication for this Tribunal that, from which date the Second Party concerned workmen should be treated as employees of the State Bank of India ? The present reference case has been raised by the Second Party concerned workmen from 28-03-1994. This date may become odd to calculate the figures of payment of the differences applicable to the the Second Party concerned workmen. Hence it is decided that, the Second Party concerned workmen are entitled to treat them employees of the workmen of State bank of India from 1-4-1994. For the straight and easy calculation the date decided above will be justified for the Second Party concerned workmen.

34. Now coming to the end part of the judgment, this Tribunal has to decide that, what relief workmen are entitled to ? Before giving any conclusion, it is necessary to observe the views given by the Hon'ble Supreme Court of India. In case of Indian Overseas Bank V/s. Indian Overseas Bank Staff Canteen Workers Union and Another, 2000(2) LLN. 930, Hon'ble Supreme Court of India has laid down the principle as under :

"Held, bank had unmistakably undertaken the obligation to provide canteen facilities though there was no statutory obligation-Bank had also extended certain medical and welfare facilities to the canteen workers besides providing all facilities and financial assistance for running the canteen. In such factual matrix Tribunal was justified in holding the canteen employees as workmen of the bank and ordering their reinstatement as Class IV employees."

35. Taking into the consideration to the views given

by the Hon'ble Supreme Court of Indian in the aforesaid judgment, the workmen of the present case are also entitled to treated them as Class IV employees, because the workmen of the present case are working in the Consumers Stores as salesmen, as stated by Mr. Dashrathbhai Jesangbhai Patel vide Ex. 117. Hence, in the present case also it is decided that, the workmen of the Consumers Stores are also entitled to treated at par Class-IV workmen of the State Bank of India. Further, it should be clarified that, while considering the present case it has been decided that, the Second Party concerned workmen are the workmen of the State Bank of India, and are entitled to treat them as Class-IV workmen of the Bank from 1-4-1994, The Second Party concerned workmen are entitled to get difference of payment, which they have already got during the working as a workmen of the Consumers Stores, i.e. the difference of payment will be deducted from those payment which they have already got as a workmen of the Consumers Stores. In considering all aforesaid circumstances, this Tribunal believes that the present reference should be granted. Therefore, this Tribunal passes the following order :

ORDER

1. The Reference made by the Second Party concerned workmen are granted partly, accordingly.

2. It is declared that, three employees Mr. Jitubhai B. Zankhara, Dilipbhai B. Mandaviya and Mr. Kishore C. Sheth of the State Bank of Saurashtra Employees Consumer Co.op. Stores Ltd. Bhavnagar are the employees of State Bank of India, Bhavnagar. The State Bank of India i.e. First Party No. 1 will treat the aforesaid workmen as Class-IV, workmen of the State Bank of India from 1-4-1994, within the 30 days from the date of publication of this award.

3. The Second Party concerned workmen will be entitled to get the difference of payment but, Bank has a right to deduct the difference of payment which the concerned workmen have already got as workmen of the Consumers Stores. Mr. Kishore C. Sheth who has already retired from the services will entitled to get the differences up to the date of his retirement.

4. The Second Party concerned Union Bhavnagar Jilla Mazdoor Sangh, Bhavnagar is entitled to get Rs. 5000 (Rupees Five Thousand only) from the First Party No. 1 State Bank of India, Bhavnagar and from the First Party No. 2 the State Bank of Saurashtra Employees Consumers Stores Ltd., Bhavnagar, jointly and severely.

Bhavnagar.

Dated 30-6-2010.

S. S. PANCHAL, Industrial Tribunal

नई दिल्ली, 31 जनवरी, 2011

का.आ. 602.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एवं डब्ल्यू.सी.एल. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नागपुर के पंचाट (संदर्भ संख्या 60/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 31-1-2011 को प्राप्त हुआ था।

[सं. एल-22012/266/1991-आई आर(सी-II)]

डी. एस. एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 31st January, 2011

S.O. 602.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 60/2003) of the Central Government Industrial Tribunal-cum-Labour Court, Nagpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of WCL and their workman which was received by the Central Government on 31-1-2011.

[No. L-22012/266/1991-IR(C-II)]

D.S.S. SRINIVASA RAO, Desk Officer

ANNEXURE

BEFORE SHRI J.P. CHAND, PRESIDING OFFICER, CGIT-CUM-LABOUR COURT, NAGPUR

Case No.CGIT/NGP/60/2003 Date: 24-01-2011.

Petitioner / Party No.1 : Shri Bisan Soma Kolwate,
C/o Shri Sadashiv Salame, Dhantoli,
Takiya, Nagpur.

Versus

Respondent / Party No. 2 : The General Manager (N),
Western Coalfields Limited, Jaripatka,
Nagpur.

AWARD

(Dated: 24th January, 2011)

The Central Government in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of section 10 of Industrial Disputes Act, 1947 (14 of 1947) ("the Act" in short) had referred the industrial dispute between the employers, in relation to the management of Western Coalfields Limited and their workman, Shri Bisan Soma Kolwate ("the workman" for brevity) as per letter No.L- 22012/266/91-IR(C-II) dated 24-10-1991, with the following schedule to the Central Government Industrial Tribunal, Jabalpur for adjudication:-

"Whether the action of the management to cancel the offer of appointment without giving any show-cause to Shri Bisan Soma Kolwate is justified? If not, what relief he is entitled to?"

Subsequently the reference was transferred to this Tribunal (CGIT, Nagpur) for disposal according to law.

2. This order arises out of the petition filed by the management on 27-9-2010, for disposal of the reference on the basis of settlement arrived at by the workman and the management.

3. The case of the management is that the workman had filed an application dtd.28-8-1996 making prayer to the CGIT, Jabalpur for disposal of the case on the proposed arrival of mutual agreement and the parties had arrived at a Bipartite Settlement in Form No.H, with mutual terms and conditions for re-employment of the workman on 6-9-1996 and in view of the said settlement, vide application dated 16-6-1998, both the parties had requested for passing of a consent award before the CGIT, Jabalpur and subsequent to the said settlement, the workman was re-employed w.e.f. 9-6-1996 and after attaining the age of 60 years, he was also superannuated on 30-6-2005 and all dues were paid to him.

Alongwith the application, the management filed the copies of the application dated 28-8-1996 filed by the workman, the Bipartite Settlement in Form No.H dated 6-9-1996, the joint application dated 16-6-1998 and reference letter No. dated 17-6-1998.

4. In spite of giving chance to file his say, the workman did not file the same.

5. Perused the record alongwith the documents filed by the management and as it is found from the documents that there was a Bipartite Settlement between the workman and the management and the management agreed for re-employment of the workman and also re-employed the workman and the workman after his re-employed was also superannuated, on attaining the age of 60 years. Hence, in the interest of justice, I think it proper to pass a consent award and to dispose of the case accordingly. Hence, the petition filed by the management is allowed and it is ordered:

ORDER

The reference may be treated as a "consent award". The copy of the memorandum of the settlement filed by the management be made a part of the "consent award".

Send a copy of the order to the Central Government for notification.

J. P. CHAND, Presiding Officer

नई दिल्ली, 31 जनवरी, 2011

का.आ. 603.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एवं एस.ई.सी.एल. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण जबलपुर के पंचाट (संदर्भ संख्या 124/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 31-1-2011 को प्राप्त हुआ था।

[सं. एल-22012/10/2005-आई आर(सी एम-II)]

डी. एस. एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 31st January, 2011

S.O. 603.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 124/05) of the Central Government Industrial Tribunal-cum-Labour Court, Jabalpur now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Pali Sub Area of M/s. SECL and their workman, received by the Central Government on 31-1-2011.

[No. L-22012/10/2005-IR (CM-II)]

D.S.S. SRINIVASA RAO, Desk Officer

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
JABALPUR**

NO. CGIT/LC/R/124/05

PRESIDING OFFICER: SHRI MOHD. SHAKIR HASAN

The Secretary,
Koyna Shramik Sabha (UTUC),
Old Guest House, Room No.2,
Umaria (MP)

... Workman/Union

Versus

The Dy. Regional Manager,
Pali Sub Area of M/s. SECL,
PO Birsinghpur Pali,
Umaria (MP)

... Management

AWARD

Passed on this 19th day of January, 2011

1. The Government of India, Ministry of Labour vide its Notification No.L-22012/10/2005-IR(CM-II) dated 8-11-2005 has referred the following dispute for adjudication by this tribunal:-

“ Whether the action of the Dy. Regional Manager, Pali Sub Area of SECL in not promoting Shri Yagyasen Patkar to the post of Bunker Operator after changing the designation is legal, proper and justified? If not, to what relief the workman concerned is entitled for?”

2. The workman/Union did not appear inspite of proper notice as such the reference proceeded ex parte on 29-9-09 against the workman/Union.

3. The management appeared and filed Written Statement. The case of the management in short is that the workman was initially appointed on the post of Loader w.e.f. 28-7-1988. Subsequently there was no job of Loader and therefore the designation of several loaders were changed vide order No. 537 dated 3-6-2005 to grant him pay protection and they were deputed on surface at Birsinghpur Colliery for few days on shortage of manpower as and when required but they were not engaged on surface

for more than 48 days in a year. Hence the workman was not entitled for regularization or promotion or change of designation. It is submitted that the award be passed in favour of the management.

4. On the basis of the reference and pleading the issues are as follows—

- I. Whether the action of the management in not changing the designation of the workman is justified?
- II. Whether the workman was entitled for promotion to the post of Bunker Operator?
- III. To what relief the workman is entitled?

5. Issue No. I & II

To prove the case of the management, one witness is examined. Management witness Shri Tilak Kumar is Dy. Personnel Manager in Pali Sub Area. He has stated that the workman was appointed as loader but there was no job of Loader and therefore the designation of several loaders were changed vide order No. 537 dated 3-6-2005. The copy of the said order is filed which is marked as Exhibit M-I. The said order shows that the workman was piece rated loader and his designation was changed as Time rated Cat-I with pay protection. His evidence further shows that the workman worked on surface casually. The said witness has stated that the workman is not entitled to get his designation changed and for promotion to the post of Bunker Operator. There is no other evidence in rebuttal. There is no reason to disbelieve the evidence of this witness. Both the issues are decided in favour of the management.

6. Issue No. III

On the basis of the discussion made above, the workman is not entitled to any relief. Accordingly the reference is answered.

7. In the result, the award is passed without any order to costs.

8. Let the copies of the award be sent to the Government of India, Ministry of Labour & Employment as per rules.

MOHD. SHAKIR HASAN, Presiding Officer

नई दिल्ली, 31 जनवरी, 2011

का.आ. 604.—ऑद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एवं केन्द्रीय विद्यालय के प्रबंधतात्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट ऑद्योगिक विवाद में केन्द्रीय सरकार ऑद्योगिक अधिकारण, कानपुर के पंचाट (संदर्भ संख्या 27/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 31-1-2011 को प्राप्त हुआ था।

[सं. एल-42012/157/2002-आई आर(सीएम-II)]

डॉ. एस. एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 31st January, 2011

S.O. 604.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 27/2003) of the Central Government Industrial Tribunal-cum-Labour Court, Kanpur as shown in the Annexure in the Industrial Dispute between the management of Kendriya Vidyalaya and their workman, received by the Central Government on 31-1-2011.

[No. L-42012/157/2002-IR (CM-II)]

D.S.S. SRINIVASA RAO, Desh Officer
ANNEXURE

BEFORE SRI RAM PARKASH HJS PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL - CUM- LABOUR COURT, KANPUR

Industrial Dispute No. 27 of 2003

In the matter of dispute between

Sh. Sunil Kumar Dubey,
S/o Sh. Madhysudan Dubey,
C/o Sh. Rishi Kant Tiwari,
78/52 Latasha Road,
Kanpur.

AND

The Principal,
Kendriya Vidyalaya,
Kanpur Cantt.
Kanpur.

AWARD

1. Central Government, MoL, New Delhi vide its notification no. L-42012/157/2002-IR (CM-II) dated 8-8-03 has referred the following dispute for adjudication to this tribunal—

2. Whether the action of the management of Kendriya Vidyalaya Kanpur in terminating the services of Sh. S. K. Dubey with effect from 1-11-94 is legal and justified? If not, to what relief he is entitled?

3. Brief facts are that the claimant has alleged that he was appointed on 22-7-93 at the post of peon in group "D". The nature of work was of permanent nature. He performed his services sincerely. He alleged that his services were terminated on 1-11-94 without following the provisions in an illegal manner. He stated that he had worked for 240 days with effect from 22-7-93 to 31-10-94. He has filed and annexure A issued by the opposite party. His services have been terminated without issuing any show cause notice etc. Therefore, he has prayed that he should be reinstated with all consequential benefits.

4. Opposite party has filed written statement wherein the allegations of the workman have been refuted. It is

stated that he was never given any appointment letter or was ever appointed by them against any vacancy. He was never subject to any regular selection procedure. His name was never sponsored through the employment exchange. But they have admitted that he was engaged as a causal labour as per exigency of work. The claimant has been paid his wages according to the work. They have challenged the authenticity of the certificate which is annexure "A" filed by the claimant.

5. No rejoinder has been filed.

6. Both the parties have adduced oral evidence.

7. The only short question is to be decided in this case is whether the claimant had worked for 240 days or more in a calendar year preceding 12 months from the date of his termination of service that is 1-11-1994.

8. Claimant W.W.1 has accepted in the cross that he was engaged as a daily casual worker. He has not given any application for appointment, he was not interviewed. He also stated that his name was not called from employment exchange. He stated that he was removed from service on 1-11-1994. But opposite party has denied it.

9. Claimant has relied on the certificate which is photocopy which is paper no. 7/1 but original has not been filed. Moreover, claimant has not given any application to summon the original document from the opposite party. He has not stated in his evidence that he wants to rely on his certificate. There is no word in his evidence regarding this certificate; therefore, I think that the claimant cannot take any advantage of this certificate unless proved by him.

10. *Prima-facie* the burden lies on the claimant to prove this fact.

11. Opposite party has relied upon a number of decisions vis.—

a. 2008 (116) FLR 558 Allahabad High Court Junior Engineer U. P. Jal Nigam Construction Division Mirzapur and Presiding Officer Labour Court Mirzapur and another.

b. 2007 (115) FLR 638 Allahabad High Court U. P. Corporation Limited Versus Presiding Officer Labour Court, where in the Hon'ble High Court held that the burden of proof of actual working period of workman span of work shown in the certificate would not mean—that workman has carefully worked for 240 days in or more 12 calendar months in a calendar months.

12. I feel that the claimant should have proved with some cogent evidence that he worked for 240 days before his termination. He did not summon the muster roll if he was being marked present.

13. Claimants has also filed certain decision of the Hon'ble High Court like 2008 (119) FLR 937 State of U.P. & P.O. Labour Court Agra and 2001 (89) FLR 32 Rajasthan High Court in between Municipal Corporation Kota and Ram Chandra Singh.

14. After going through the principle laid down by the Hon'ble High Court, I find that the claimant is not entitled to get any relief according to the facts and circumstances of the instant case.

15. As *prima facie* initial burden lies on the claimant to prove fact that he had rendered his services for 240 days or more preceding one calendar year preceding the date of his termination. Thereafter the burden may shift on the opposite party to prove that the workman in fact had never worked for 240 days in a calendar year preceding the date of his termination, but actually claimant did not say a single word in his evidence regarding the papers on which he wants to rely.

16. Therefore, I am of the view that the claimant has failed to prove his case.

17. Accordingly it is held that the claimant is not entitled for any relief pursuant to the present reference order and as such the reference is answered against the claimant and in favour of the opposite party.

RAM PARKASH, Presiding Officer

नई दिल्ली, 31 जनवरी, 2011

का.आ. 605.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार डब्ल्यू.सी.एल. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नागपुर के पंचाट (संदर्भ संख्या 11/2009) को प्रकाशित करती है, जो केन्द्रीय सरकार को 31-1-2011 को प्राप्त हुआ था।

[सं. एल-22012/99/2008-आई आर(सोएम-II)]

डी. एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 31st January, 2011

S.O. 605.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 11/2009) of the Central Government Industrial Tribunal-cum-Labour Court, Nagpur as shown in the Annexure in the Industrial Dispute between the management of Wani area of Western Coal fields Ltd. and their workman, received by the Central Government on 31-1-2011.

[No. L-22012/99/2008-IR(CM-II)]

D.S.S. SRINIVASA RAO, Desk Officer

ANNEXURE

BEFORE SHRI J. P. CHAND, PRESIDING OFFICER,
CGIT-CUM-LABOUR COURT, NAGPUR

Case No.CGIT/NGP/11/2009

Date: 24-1-2011.

Petitioner / : The Secretary,
Party No.1 Sanyukta Khadan Mazdoor Sangh
(SKMS), Sanyal Bhawan, Gandhi Nagar,
Ghugus-442, Chandrapur

Versus

Respondent / : The Chief General Manager,
Party No.2 Wani Area of Western Coalfields Ltd.,
Post Tadali, Dist-Chandrapur,
Chandrapur

AWARD

(Dated: 24th January, 2011)

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2 (A) of Section 10 of Industrial Disputes Act, 1947 (14 of 1947) ("the Act" in short), the Central Government has referred the industrial dispute between the employers, in relation to the management of Wani Area of Western Coalfields Ltd. and their workmen, Shri G.S. Shende & Shri Prakash Amle for adjudication, as per letter No.L-22012/99/2008-IR(CM-II) dated 24-3-2009, with the following schedule:-

"Whether the action of the management of Wani Area of WCL, denying the accidental benefits and subsequently recovering the injury wages already paid from the salaries of Shri G. S. Shende & Shri Prakash Amle is legal and justified? To what reliefs are the injured workmen represented through SKMS Union entitled?"

2. Though, in this case, the reference had been received by the Tribunal on 3-4-2009 and the union representative on behalf of the workmen had been directed to file the statement of claim, till 11-11-2010, statement of claim had not been filed by the union representative. However, in the interest of justice, on 11-11-2010, a last chance was given to the union representative to file the statement of claim on 24-1-2011. On 24-1-2011, none appeared on behalf of the workmen. No statement of claim was also filed on that date. Hence the case was closed for passing award.

3. As no statement of claim was filed by the workmen, it is found that the workmen are not interested to proceed with the case. Hence, it is necessary to pass a "no dispute award". Hence, it is ordered:

ORDER

The case be treated as "no dispute award", due to the default of the workmen.

J. P. CHAND, Presiding Officer

नई दिल्ली, 31 जनवरी, 2011

का.आ. 606.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एम.सी.एल. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध

में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, भुवनेश्वर के पंचाट (संदर्भ संख्या 28/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 31-1-2011 को प्राप्त हुआ था।

[सं. एल-22012/4/2005-आई आर(सीएम-II)]

डॉ. एस. एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 31st January, 2011

S.O. 606.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 28/2005) of the Central Government Industrial Tribunal-cum-Labour Court, Bhubaneswar now as shown in the Annexure in the Industrial Dispute between the management of M/s. Mahanadi Coalfields Limited, and their workman, received by the Central Government on 31-01-2011.

[No. L-22012/4/2005-IR (CM-II)]

D.S.S. SRINIVAS RAO, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BHUBANESWAR

PRESENT: Shri J. Srivastava,
Presiding Officer, C.G.I.T.-cum-Labour
Court, Bhubaneswar.

Industrial Dispute Case No. 28/2005

Date of Passing Award 12th January, 2011

BETWEEN:

The Management of the Chief General Manager, M/s. MCL, Talcher Area, Po. Dera Talcher, Orrisa,

... 1st Party-Management

AND

Their workman represented through the General Secretary, Talcher Koila Khani Mazdoor Sangh, At/Po. South Balanda, Dist. Angul, Orrisa-759116

... 2nd Party-Union

APPEARANCES:

Shri P.K. Mohapatra, : For the 1st Party Management
Personnel Manager.

Shri Mohan Nayak, : For the 2nd Party Union
Authorized Representative.

AWARD

The Government of India in the Ministry of Labour has referred the present industrial dispute existing between

the employers in relation to the management of Mahanadi Coalfields Limited and their Workman in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 vide their letter No. L-22012/4/2005-IR(CM-II), dated 8-11-2005

2. The disputes as mentioned under the schedule of reference reads as follows :—

“Whether the action of the Chief General Manager, MCL, Talcher Area in terminating the service of Shri Suresh Chandra Pradhan, workman with effect from 01-12-1999 is legal and justified? If not, to what relief the workman is entitled?”

3. The 2nd Party-Union representing the concerned workman has filed the statement of claim stating that the workman joined as P.R. Loader under the 1st Party-Management on 19-10-1993. He was discharging his duties sincerely, but he fell seriously ill and got bedridden from the year 1994 to June, 1996. In the mid of June, 1996 he reported for duty along with medical fitness certificate and other medical papers, but his joining report was not accepted and he was not allowed to resume his duties. In the meantime a memorandum dated 1-8-1996 was issued to him showing absence from duty without sufficient cause. The 2nd Party-workman submitted his explanation before the Manager, Deulbera Colliery, Talcher stating that he was seriously ill and bedridden. He also mentioned the fact of his reporting for duty in June, 1996 and the Management refusing him to take on duty. Despite repeated approaches the 1st Party-Management did not take him back in service. All of a sudden the Chief General Manager, Talcher Area awarded him a punishment of removal from service with effect from 1-12-1999 vide his letter dated 26-11-1999. He was never given any notice about the enquiry and its sitting. The whole enquiry was conducted ex parte. The materials collected during enquiry were not supplied to him nor he was afforded any reasonable opportunity to submit his explanation. Such an enquiry cannot be said to be valid and as per the procedure prescribed in the certified standing order. The 1st Party-Management in flagrant violation of the principles of natural justice conducted enquiry ex parte with a view to do away with his service. Thus the punishment order is not sustainable in the eye of law. The 1st Party-Management has infringed the workman's right to life and livelihood and therefore the entire disciplinary proceeding is vitiated and the order of punishment of removal from service is liable to be set aside.

4. The 1st Party-Management has stated in reply that the disputant- workman was appointed as a Loader on 19-10-1993. He had not been regular in his duties and was a habitual unauthorized absentee from duty. In the year 1993 he worked for 33 days and in the year 1997 he worked only for 10 days. In the years 1994, 1995, 1996, 1998 and 1999 he recorded attendance for nil days. Absence from

duty without prior sanction of leave and/or habitual unauthorized absence from duty is misconduct under the certified standing orders of the company. The disputant-workman did not mend his way and continued to abstain from duty. He was therefore charge-sheeted by the Manager, Deulbera Colliery for his misconduct, under the standing orders for his habitual unauthorized absence from duty without any information and sufficient cause and for his absence from duty with effect from 24-11-1993 without sanctioned leave or without prior information. The 2nd Party-workman received the charge-sheet and submitted his explanation. Despite receipt of notice of enquiry vide letter No. 1771 dated 30-7-1999 the 2nd Party-workman did not attend the enquiry on the date fixed nor sent any information. He was issued four more notices regarding holding of enquiry but he did not appear before the enquiry committee. Finally the enquiry was conducted in 5th sitting on 24-9-1999. After conclusion of domestic enquiry a copy of the enquiry report was sent to the delinquent official vide letter dated 27-9-1999. He was given an opportunity to show cause about punishment but the delinquent official did not respond to the show cause notice. Taking into account the past record of the delinquent he was awarded punishment of removal from service vide letter dated 26-11-1999. The quantum of punishment is just and proportionate in view of the fact that he had voluntarily abandoned the service for which he was himself responsible. The disputant-workman did not bother to respond to the enquiry notice received by him. As such conducting the enquiry ex parte was the only option. Any consideration in the case will be granting premium to indiscipline that will bring disastrous consequence to the business organizations.

5. The 2nd Party-Union filed rejoinder to the written statement of the 1st Party-Management and stated that notice of sitting of enquiry on 9-8-1998 was served on the disputant-workman, but he could not attend the enquiry on that date due to his illness. He also informed this fact to the enquiry officer. He has not received any other notice regarding conduct of enquiry. He was not given the copy of the enquiry report before imposition of punishment. The punishment of removal from service is disproportionate and illegal. The enquiry report is not sustainable in the eye of law and the punishment is liable to be set aside.

6. On the basis of above contentions of the parties the following issues were framed for adjudication.

ISSUES

1. Whether the workman was a probationer or was appointed as regular basis by the time the alleged termination took place on 1-12-1999.
2. Whether the domestic enquiry was conducted fairly with due regard to the principle of natural justice.
3. Whether the order of termination was proportionate to the charge?
4. If not, to what relief the workman is entitled?

7. The 1st Party-Management has examined two witnesses in evidence namely M.W-1 Shri Chandra Deo and M.W.-2 Shri Binod Kumar Sahu and also filed documents which have been proved and marked as Ext. -1 to 11.

8. The 2nd Party-Union has failed to adduce any oral evidence and remained absent on several dates after closure of the evidence of the 1st Party-Management. After issuing notice to the 2nd Party-Union its authorized representative appeared on 15-2-2010 but thereafter none of the parties appeared and ultimately the case was reserved for passing award.

FINDINGS

Issue No. 1

9. The disputant-workman was given appointment as a land oustee on the post of P.R. Loader, Grade V-A on 19-10-1993. After completion of his vocational training on 23-11-1993 he was to report to the Project Officer, Deulbera Colliery for further placement. But he absented himself from duty from 24-11-1993 all along without sanction of leave or prior information. In this view of the matter the 1st Party-Management's plea is that the disputant-workman was appointed as a probationer on the post of piece rated loader. M.W.-1, Shri Chandra Deo and M.W.-2 Shri B.K. Sahoo have stated that he was appointed as a probationer. According to the statement of M.W.-2 Shri B.K. Sahu clause 3.5 of the certified Standing Orders speaks that a permanent workman is one, who was employed against the permanent job for a period of six months or who has satisfactorily put in six months continuous service in a permanent post as a probationer. The disputant-workman was appointed on 19-10-1993 and terminated on 1-12-1999 and during this period he had worked only for a period of 43 days and as such he can only be considered as a probationer, not a permanent workman. In his cross-examination he has further stated that an employee would be made permanent only if he worked continuously for six months and during these six months he would be treated as a probationer. In the appointment letter Ext.-6 there is no mention of the fact that the disputant-workman was appointed as a probationer? A probationer has been defined under clause 3.6 of the certified Standing Orders as to mean a person who has been appointed to fill up the permanent post at least for six months in a temporary way and who has not completed the probation period. As per facts of the case as the disputant-workman has only put in 43 days of service till his termination on 1-12-1999, he can only be designated as a probationer, though he might have been appointed on a regular post. This Issue is accordingly answered and decided in favour of the 1st Party-Management.

Issue No. 2 & 3

10. Since both the issues are co-related and inter dependant they are taken together for convenience sake.

11. It has been borne out from the evidence on record that the disputant-workman had only worked for 43 days under the 1st Party- Management, 33 days in the year 1993 and 10 days in the year 1997. He remained absent throughout the years 1994 to 1996, 1998 and 1999 till his dismissal from service. The disputant-workman has taken the plea that he was seriously ill and bed-ridden from the year 1994 to mid of June, 1996. But there is not a single utterance from his side that he had informed the 1st Party- Management about his illness any time during the period of his absence. He reported for duty in the mid of June, 1996 along with medical certificates of illness and fitness. He has filed papers of his treatment along with his rejoinder to the written statement of the 1st Party-Management. These documents have not been proved and exhibited in evidence. They are in shape of photostat copies. On casting a glance on these papers it appears that the medical treatment started from 13-5-1997 and ended on 22-9-1998. These papers do not speak of illness of the disputant workman from the year 1994 to mid of June, 1996. He has also filed three papers in the shape of xerox copies. The first two papers are medical certificates for the period from 25-11-1993 to 16-7-1994 and 18-7-1994 to 16-2-1996. In both of these papers he was declared fit to resume his duty with effect from 17-7-1994 and 17-2-1996 respectively. The third paper is the medical prescription. He had not explained as to why he had not joined his duties on 17-7-1994 and again on 17-2-1996. These medical certificates have been taken from the Medical Officer, G M. Hospital, Talcher and P.H.C. Godipada, Dist Angul respectively. The 1st Party- Management had got him examined from the medical board of MCL, Central Hospital, Talcher whose report in the shape of xerox copy has been exhibited as 1/11. In the medical examination the disease was reported as chronic gastritis. No abnormality was detected and the disputant-workman was found fit for duty. But he did not join his duty even after being declared fit to resume duties. Thereafter a letter dated 1-8-1996 raising the charges of long absence from duty without prior sanction of leave and information was sent by the Management to the disputant- workman. The Photostat copy of this letter constituting charge-sheet was filed and proved by the 1st Party-Management as Ext.-1 to which a reply dated 23-8-1996 was received from the disputant-workman. The photostat copy of which has been filed and proved as Ext.-1/1. But the disputant-workman has not given any justifiable and satisfactory reply to the charges raised against him by letter/charge-sheet dated 1-8-1996. Thereupon a departmental enquiry was instituted and enquiry committee was appointed vide order dated 27-7-1999. Copy of this office order was sent to the disputant-workman. The photostat copies of registry receipt and stamp account book have been filed and exhibited by the Management witness No.1. Notice regarding sitting of enquiry committee are Ext. 1/2, Ext. 2 and Ext. 2/1 to 2/5. The Management witness has deposited

that despite sending registered notices to the disputant- workman he did not attend the enquiry. Therefore the enquiry was conducted ex parte in his absence. The enquiry report was finalized and filed before the Project Officer, Deulbera Colliery. The said report is exhibited as Ext.3. The record of sitting of enquiry committee has also been filed along with the enquiry report. The Project Officer sent the copy of the enquiry report to the disputant-workman and called for his representation in writing within three days of receipt of the letter for consideration of the 1st Party- Management. But no reply was received. Hence after accepting the findings of the enquiry report and taking into account the seriousness of charges levelled against the disputant-workman punishment of removal from service was awarded to him with effect from 1-12-1999 vide office Order dated 30-11-1999, photocopy of which has been exhibited as Ext. 5/1. Clause 26.24 of the Certified Standing orders relates to the habit of late attending to duty or habit of remaining absent from duty without sufficient cause and Clause 26.30 relates to the absence from duty without sanctioned leave or sufficient cause or remaining absent from duty beyond the period of sanctioned leave. All these deeds constitute misconduct on the part of the employee and for this misconduct punishment of removal or dismissal from service can be awarded. The disputant-workman although has alleged that the punishment is disproportionate to the charges levelled, yet his contention cannot be accepted. Without prior sanction of leave or prior information absence from duty for years together cannot be taken lightly and that too in the case of a new entrant. It is a serious misconduct. The disputant-workman was a new entrant in service and he kept himself absent from duty almost for three years without any information or leave application to the 1st Party-Management. Therefore, I cannot disagree with the punishment awarded to the disputant-workman. The punishment awarded is not disproportionate to the charges of long absence from duty without prior sanction of leave or prior information. Therefore the punishment of removal/dismissal from service is held appropriate to the charges. The disputant-workman could not show as to how the domestic enquiry was not conducted fairly with due regard to the principle of natural justice. The disputant-workman was every time informed through registered notice about the sitting of the enquiry committee, but he chose to remain absent. Therefore the enquiry committee cannot be fastened with any fault regarding conduct of the enquiry. Both the issues No. 2 and 3 are decided in the affirmative and against the 2nd Party-Union.

Issue No. 4

12. Since the disputant-workman's long absence from duty without sanctioned leave and prior information comes under gross misconduct for which punishment of dismissal/ removal from service can be awarded as per the Certified Standing Orders and the 2nd Party-Union could not show that the domestic enquiry was not conducted fairly with due regard to the principle of natural justice and disproportionate punishment was awarded with respect to

the charges levelled against him he is not entitled to any relief.

13. Reference is answered accordingly.

Dictated & Corrected by me.

J. SRIVASTAVA, Presiding Officer

नई दिल्ली, 31 जनवरी, 2011

का.आ. 607.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एवं एफ.सी.आई. के प्रबंधितंत्र के संबंध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/प्रम्यायालय, जबलपुर के पंचाट (संदर्भ संख्या 135/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 31-1-2011 को प्राप्त हुआ था।

[स. एल-22012/31/2002-आई आर(सीएम-II)]

डॉ. एस. एस. श्रीनिवास राव, डैस्क अधिकारी
New Delhi, the 31st January, 2011

S.O. 607.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 135/2002) of the Central Government Industrial Tribunal-cum-Labour Court, Jabalpur as shown in the Annexure in the Industrial Dispute between the management of Food Corporation of India, and their workmen, received by the Central Government on 31-1-2011.

[No. L-22012/31/2002-IR(CM-II)]

D. S. S. SRINIVASA RAO, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

No. CGIT/LC/R/135/2002

PRESIDING OFFICER: SHRI MOHD. SHAKIR HASAN

The Regional Secretary,
Food Corporation of India Employees Association,
1-102, New Subhash Nagar,
Bhopal (MP) Workman

Versus

The District Manager (West),
Food Corporation of India,
Mistry Bhawan, D.W. Road,
Churchgate,
Mumbai
The Sr. Regional Manager,
Food Corporation of India, Bhopal ... Management

AWARD

Passed on this 20th day of January, 2011

1. The Government of India, Ministry of Labour vide its Notification No.L-22012/31/2002-IR(CM-II) dated 19-9-2002 has referred the following dispute for adjudication by this tribunal:—

“Whether the action of the management of Food Corporation of India, Mumbai/Bhopal in not

transferring the workman Shri G. P. Dubey from AG-I (Ministerial) Cadre to Accounts Cadre without considering seniority and in terms of his option dated 21-3-77 given vide Circular No. Accounts Cadre-76-77 dt. 4-3-77 is justified? If not, to what relief the workman concerned is entitled to?”

2. The Workman/Union did not appear in the reference inspite of proper notice. As such the then Tribunal proceeded the proceeding ex parte on 22-7-05 and 20-9-07 against the Workman/Union.

3. The management appeared and filed Written Statement. The case of the management in short is that the workman Shri G. P. Dubey while working on the post of AG-I (Ministerial) had given option for transferring his services in the Accounts Cadre on the basis of his seniority in terms of circular dated 4-3-1977. Since the workman was not fulfilling the requisite criteria and qualifications for transferring his services to the Accounts Cadre, his application was rejected by the management. It was not mandatory right to the workman that his option was required to be accepted by the management. However subsequently the workman sought voluntary retirement from the service under the Voluntary Retirement Scheme. His application was accepted by the competent authority vide order dated 3-9-04. The workman voluntary retired from the services w.e.f. 7-10-04 and had accepted the retirement benefits which was paid to him vide Account Payee Cheque dated 18-11-04. Since the workman is no more in service, the claim for transferring his services has become infructuous. It is submitted that the workman is not entitled to any relief.

4. On the basis of the reference and the pleadings of the management, the following issues are framed—

I. Whether the workman is entitled to be transferred from AG-I (Ministerial) to the Accounts Cadre?

II. To what relief, if any, the workman is entitled?

5. Issue No. I

To prove the case the management has examined one witness. The Management witness Shri Ashok Rambhau Wankhade is Area Manager. He has stated that the workman Shri G.P.Dubey had given option for transferring his services in the Accounts Cadre on the basis of circular dated 4-3-1977 but he was not fulfilling the requisite criteria and qualification and therefore his option was rejected by the non-applicant corporation. His evidence is unrebutted and there is no other evidence to disbelieve his evidence. Moreover the burden is on the workman/Union to establish his claim. Considering the discussion above, it is clear that the action of the management is justified in not transferring his services to Accounts Cadre. This issue is decided in favour of the management.

6. Issue No. II

On the basis of discussion made above, it is clear that the workman is not entitled to any relief. Accordingly the reference is answered.

7. In the result, the award is passed without any order to costs.

8. Let the copies of the award be sent to the Government of India, Ministry of Labour & Employment as per rules.

MOHD. SHAKIR HASAN, Presiding Officer

नई दिल्ली, 31 जनवरी, 2011

का.आ. 608.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसारण में, केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय जबलपुर के पंचाट (संदर्भ संख्या 183/98) को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-1-2011 को प्राप्त हुआ था।

[सं. एल-12012/340/97-आई आर (बी-1)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 31st January, 2011

S.O. 608.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 183/98) of the Central Government Industrial Tribunal-cum-Labour Court, Jabalpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of State Bank of India and their workman, received by the Central Government on 28-01-2011.

[No. L-12012/340/97-IR (B-1)]

RAMESH SINGH, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

NO CGIT/LC/R/183/98

Presiding Officer : Shri Mohd. Shakir Hasan

Shri H.R. Minz,
Ex. Cashier-cum-Clerk,
State Bank of India, Saragaon Branch,
Distt. Champa Janjgir,
R/o Pataka Dukaan, Majhli Talab,
Station Road, Barpali Chowk,
Champa, Distt. Champa- Janjgir (MP)

Workman/Union

Versus

The Dy. General Manager,
State Bank of India,
Region-V, Zonal Office,
Raipur (MP)

Management

AWARD

Passed on this 18th day of January 2011

I. The Government of India, Ministry of Labour vide its Notification No. L-12012/340/97-IR(B-1) dated 10-8-98 has referred the following dispute for adjudication by this tribunal:-

“Whether the action of the management of State Bank of India, in awarding the punishment of removal from services of Bank to Shri H. R. Minz, Ex-Cashier Cum Clerk, Saragaon Branch of Distt. Bilaspur (MP), vide order, dt. 15-5-96 of Deputy General Manager, State Bank of India, Zonal Office, Raipur (MP) is justified? If not, to what relief the workman is entitled?”

2. The case of the workman in short is that the workman was cashier-cum-clerk at Saragaon Branch of State Bank of India. He was served with a charge sheet dated 6-10-95 for cheating and forgery in the Bank's record for wrongful gain. The departmental proceeding was initiated. The Enquiry Officer and the Presenting Officer were appointed. The E.O submitted his enquiry report on the basis of admission by the workman without holding any enquiry. The Disciplinary authority also without considering the points raised passed the order of removal from service. The Appellate Authority had also not considered the points and rejected the appeal. The workman did not admitted regarding cheating and forgery rather he had admitted only with respect to withdrawal of amount. The management had not adduced any valid evidence in the departmental enquiry. It is also stated that the punishment is also disproportionate and severe by passing order of removal from service. It is submitted that the order of punishment be set aside and the workman be reinstated with back wages.

3. The management appeared and filed Written Statement to contest the reference. The case of the management, interalia, is that admittedly the workman was cashier-cum-clerk in the bank but committed serious irregularity in his current account by fraudulent act of alteration and forgery for wrongful gain. He was served with chargesheet. He filed reply and admitted the charges. The departmental enquiry was initiated and the E.O was appointed. The E.O explained the charges and the workman again admitted the charges. Since he had repeatedly admitted the charges, the E.O submitted his enquiry report on the basis of admission by the workman. The enquiry report was given to the workman and was asked to give explanation if any. The workman again admitted the charges. The Disciplinary authority served the proposed punishment of removal from service and asked to showcause under Shastri Award read with Desai Award. He had also been given opportunity of personal hearing. He again apologized the misconduct and request for lenient punishment. The Disciplinary Authority considering the serious misconduct committed by the workman passed the order of removal from service. It is submitted that the punishment is just and proper and the reference be answered in favour of the management.

4. On the basis of the pleadings of both the parties, the following issues are framed—

- i. Whether the departmental enquiry conducted by the management against the workman is just and proper?
- ii. Whether the workman is entitled to reinstatement with back wages?
- iii. Relief and costs.

5. Issue No.1

The issue No.1 was taken up as a preliminary issue and after considering all the materials on record, it was held that the departmental proceeding conducted by the management is legal and valid on 4-3-2010. Accordingly this issue is already answered.

6. Issue No.2 & 3

Both the parties have not adduced any evidence after the order on preliminary issue. The parties have relied the documents filed during departmental enquiry. Exhibit W/6 is filed by the workman and is admitted by the management. This document clearly shows that the workman admitted all charges during the course of departmental proceeding. The workman filed reply of showcause to the disciplinary Authority which is marked as Exhibit M/2. The reply of the showcause shows that the workman apologized the conduct committed by him due to family tension and begged to pardon the misconduct. Thus it is clear that it was voluntary admission of the serious charges of misconduct. Under the circumstances, he appears to be not entitled to be reinstated with back wages.

7. Another important point for consideration is as to whether the punishment awarded to him was disproportionate to the misconduct committed to him. The learned counsel for the workman has argued that the workman has himself admitted the charges on the given assurance that the punishment would be dealt leniently. He has relied a decision reported in (1991)17 Administrative Tribunal Case K/E/Vavichi Versus Senior Superintendent of Post Office, Palghat and 4 others. The decision is not applicable with the facts of this case because he had admitted the charges of lack of integrity. This decision is not applicable.

8. The learned counsel for the management has urged that the Bank employee is required to exercise higher standards of honesty because he deals with the money of the depositors and the customers. This misconduct is a serious misconduct and the Bank lost confidence on the employee. The learned counsel has relied the decision reported in (2005)1 S.C.C.13, Ganesh Santa Ram Sirur Vrs. State Bank of India and another wherein the Hon'ble Supreme Court has held that—

"The Bank Manager/Officer and employees of any Bank, nationalized/or non-nationalised, are expected to act and discharge their functions in accordance

with the rules and regulations of the bank. Acting beyond one's authority is by itself a breach of discipline and trust and a misconduct. In the instant case Charge 5 framed against the appellant is very serious and grave in nature. We have already extracted the relevant Rule which prohibits the Bank Manager to sanction a loan to his wife or his relative or to any partner. While sanctioning the loan the appellant did not appear to have kept this aspect in mind and acted illegally and sanctioned the loan. He realized the mistake later and tried to salvage the same by not encashing the draft issued in the maiden name of his wife though the draft was issued but not encashed. The decision to sanction a loan is not an honest decision. Rule 34 (3) (1) is a rule of integrity and, therefore, as rightly pointed out by Mr. Salve, the respondent Bank cannot afford to have the appellant as Bank Manager. The punishment of removal awarded by the appellate authority is just and proper in the facts and circumstances of the case. Before concluding, we may usefully reply on the judgment Regional Manager, U.P SRTC V. Hoti Lal wherein this court has held as under—

"If the charged employee holds a position of trust where honesty and integrity are inbuilt requirements of functioning, it would not be proper to deal with the matter leniently. Misconduct in such cases has to be dealt with iron hands. Where the person deals with public money or is engaged in financial transactions or acts in a fiduciary capacity, the highest degree of integrity and trustworthiness is a must and unexceptionable. Judged in that background, conclusions of the division Bench of the High Court do not appear to be proper. We set aside the same and restore order of the learned Single Judge upholding the order of dismissal."

The learned counsel has also relied the decision reported in (2003)4 S.C.C.364, P.C.Kakkar versus Chairman and Managing director, United Commercial Bank and another and (2004)8.S.C.C.218 Regional Manager, Rajasthan, State Road Transport Corporation versus Sohanlal. I find that the workman had committed serious misconduct by interpolating in the record and for withdrawing the amount and therefore there is no need to interfere in the punishment order. These issues are decided against the workman and in favour of the management. The reference is accordingly answered.

9. In the result, the award is passed without any costs.

10. Let the copies of the award be sent to the Government of India, Ministry of Labour & Employment as per rules.

MOHD SHAKIR HASAN, Presiding Officer

नई सित्ती, 31 जनवरी, 2011

का.आ. 609.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, 508, आर्मी बेस वर्कशॉप के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कानपुर के पंचाट (संदर्भ संख्या 92/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 31-01-2011 को प्राप्त हुआ था।

[सं. एल-14011/10/2000-आई आर(डी यू)]

डी. एस. एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 31st January, 2011

S.O. 609.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 92/2000) of the Central Government Industrial Tribunal-cum-Labour Court, Kanpur as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of 508 Army Base Workshop and their workmen, which was received by the Central Government on 31-01-2011.

[No. L-14011/10/2000-IR (DU)]

D. S. S. SRINIVASA RAO, Desk Officer

ANNEXURE

BEFORE SRI RAM PARKASH, HJS, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, KANPUR

INDUSTRIAL DISPUTE NO. 92 OF 2000

Between

The General Secretary,
Defence EME Employees Union,
Allahabad,
586/74-A/25-B Dilekapurwa
Allahabad.

And

The Commandant & MD,
508. Army Base Workshop,
Allahabad Fort,
Allahabad.

AWARD

- Central Govt. Mol aNew Delhi vide Notification No. L-14011/10/2000-IR (DU) dated 31-07-2000, has referred the following dispute for adjudication to this tribunal—
- Whether the action of the management of 508 Army Base Workshop, Allahabad while awarding the punishment “withholding of increment of pay for two years without cumulative effect” as a disciplinary action is in proportionate act

committed by Sh. Mithlesh Kumar is in proportion or not? If not, to what relief the workman is entitled?

3. Brief facts are—

4. It is an admitted fact that the claimant Sri Mithlesh Kumar who is serving with the opposite department took an LTC advance for the block year 1994-97 of Rs. 19800 which was paid to him on 19-12-98. It is alleged that the journey was to be commenced on the same day. He tried his best to get reservation in the railway before 31-12-98, being the last date of availing of LTC for the aforesaid block of 4 years, but he could not succeed to get reservation in the railway for the declared place of Kanya Kumari. Meantime his wife became ill and he spent the amount of LTC advance in her treatment thereafter he submitted an application dated 28-01-99, requesting the opposite party to recover the amount of LTC advance paid to him from workman's pay and allowances under the provisions of LTC Rules, 1988, copy of the application dated 28-1-99 is filed as annexure one. Amount to him as LTC advance has been recovered but the General Administration illegally served with a memo of charge bearing no. dated 23-3-99. The G.M. (Admin) used illegally the powers of disciplinary authority against the workman copy of the same is enclosed and filed as Annexure 2. Workman submitted the reply of the said memo and denied the allegation; copy of the reply is annexure 3. Workman did not submit any fraudulent claim to the department as such charge- sheet served on him is wholly illegal, but the GM (Admn) [passed an arbitrary order dated 10-5-99 imposing the penalty of “ withholding of increment of pay for two years without cumulative effect,” the said order is wholly illegal and arbitrary. The disciplinary authority did not discuss the defence of the workman and no opportunity of hearing was given to him and holding an inquiry under sub-rule (3) to sub-rule 23 of Rule 14 of CCS Rules, 1965. As such the order of the disciplinary authority is a non speaking order; copy of the order is filed as annexure 4. He also made an appeal against the order of the disciplinary authority, but the appellate authority also passed an arbitrary and non speaking order which is filed as annexure 5 and 6. Therefore, he has prayed that the order of the disciplinary authority and the appellate authority be set aside.

- Opposite party has filed the Written Statement. They have alleged that the claimant has not produced reservation ticket within ten days from receipt of advance as per existing instructions and misuse the government money GM (Admn) and disciplinary authority issued a charge-sheet/ memorandum dated 23-3-99 under Rule 16 of CCS

Rules 1965, to the claimant and also framed article of charges which was duly served on the applicant which is filed. Sri Mithlesh Kumar submitted his explanation in which he stated that he received the amount on journey day and journey without reservation could not be made and also stated that in the meantime his wife became ill and spent amount of money of LTC in treatment of his wife.

6. Opposite party has contradicted the other allegations of the claimant and stated that it is the discretion of the disciplinary authority to conduct the inquiry and he can waive off holding an inquiry in the case of minor charge-sheet. Therefore, they prayed that the claim statement be dismissed.
7. Both the parties have filed the documentary evidence.
8. Claimant has not adduced any oral evidence. Opposite party has adduced M.W. 1 Sri Vijai K. Tyagi.
9. Heard and perused the records.
10. The only short question is to be decided in this case is whether the claimant has committed any misconduct or not. Second if yes whether the penalty imposed upon him falls under minor punishment.
11. It is an admitted fact that he received the LTC advance on 19-12-98. It is also an admitted fact that the memorandum which was issued to him on 23-3-99 shows in Para 2 of statement of imputations that—It reveals that Sri Mithlesh Kumar has also not deposited the said amount with finance section as is evident from minute sheet of finance section No. 2 dated 17-02-99, thereby he has misused the government money and contravened the instructions besides written undertaking. It is also a fact not disputed that Mithlesh Kumar has not produced any reservation Ticket within ten days from receipt of advance as per existing instructions.
12. Now it is a fact that the claimant has not deposited the advance of LTC of Rs. 19800 till the issuance of the memorandum/charge-sheet. It is alleged by the claimant's authorized representative that he had submitted an application dated 28-1-99 before the authorities. I have gone through this application this is a photocopy and it was not been proved by the claimant in coming the witness box. When he has received the LTC advance and when he could not performed the journey due to non reservation or otherwise, it was incumbent upon him to deposit the LTC advance in one go or in lump sum. Even it was not expected from him to spent the LTC advance of Rs. 19800 for the treatment of his wife,

as alleged by him. As he has alleged that there was a mala fide on the part of the opposite party, but this mala fide cannot be assumed unless the witness comes in the witness box and alleges the same contents.

13. Opposite party has adduced oral evidence also.
14. Therefore, considering the facts, I do not want to interfere in the result drawn by the disciplinary authority regarding the misconduct of the claimant. He has drawn his verdict on the basis of record. Therefore, it cannot be held that the workman has not committed any misconduct. The first part is therefore, decided against the claimant.
15. Now it has to be seen if the opposite party has committed any illegality or violated the rules of natural justice.
16. There is no force in the contention of the claimant that his defence has not been considered while awarding punishment. Punishing authority has clearly mentioned all the details of the reply submitted by the claimant in his punishment order but he was not satisfied with the reply of the claimant.
17. Opposite has contended that according to CCS Rules there are two kinds of penalties i.e. minor and major as defined in Part V of the Rules. It is alleged that withholding of increment of pay falls under minor penalties. It is provided that the following penalties may for good and sufficient reasons and as hereafter provided, be imposed on a government servant, namely—
 - Minor penalties—
 1. Censure
 2. ...
 3.
 - 4. Withholding of increment of pay.
18. Thereafter major penalties are provided.
19. The disciplinary authority has specifically and clearly mentioned in his order that he has personally inquired into all aspects of the case and feels no necessity of inquiry and find that the charge-sheeted employee is guilty of the charge formed against him and opines that the penalty of charge (Withholding of increment of pay for two years without cumulative effect, if awarded will meet the ends of justice). He has also mentioned that he has been empowered under rules 12(2) of CCS Rules 1965 read in with MoD letter dated 1-9-79.
20. Therefore, considering all the facts and circumstances it is found that a minor punishment has been imposed which also after issuing charge

sheet obtaining a reply and considering the same, I find that there is no breach of any provisions of rules of principle of natural justice or rule of self defence. As such it is held that the opposite party has not committed any illegality in awarding the punishment on the claimant. Claimant as such held not entitled for any relief.

21. Reference is accordingly decided against the claimant and in favour of the opposite party.

RAM PARKASH, Presiding Officer

नई दिल्ली, 31 जनवरी, 2011

का.आ. 610.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार इंडियन बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, चैन्सी के पंचाट (संदर्भ संख्या 36/2009) को प्रकाशित करती है; जो केन्द्रीय सरकार को 24-1-2011 को प्राप्त हुआ था।

[सं. एल-12012/72/2008-आई आर(बी-II)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 31st January, 2011

S.O. 610.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 36/2009) of the Central Government Industrial Tribunal/Labour Court, Chennai now as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Indian Bank and their workmen, which was received by the Central Government on 24-1-2011.

[No. L-12012/72/2008-IR (B-II)]

RAMESH SINGH, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHENNAI

Tuesday, the 18th January, 2011

PRESENT : A.N. JANARDANAN, Presiding Officer
Industrial Dispute No. 36/2009

[In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between the Management of Indian Bank and their Workmen]

BETWEEN

Sri R. Kasinathan : 1st Party/Petitioner

Vs.

The General Manager, : 2nd Party/Respondent
Indian Bank Head Office,
66, Rajaji Salai,
Chennai- 600 001

APPEARANCE:

For the 1st Party/Petitioner : M/s. K. M. Ramesh,
Advocates

For the 2nd Party/Management : M/s. T. S. Gopalan &
Co. Advocates

AWARD

The Central Government Ministry of Labour vide its Order No. L-12012/72/2008-IR (B-II) dated 11-02-2009 referred the following Industrial Dispute to this Tribunal for adjudication.

The schedule mentioned in that order is :

“Whether the action of the management of Indian Bank in imposing the punishment of compulsory retirement with superannuation benefits on Sri R. Kasinathan is justified? What relief the workman is entitled to?”

2. After the receipt of Industrial Dispute, this Tribunal has numbered it as ID 36/2009 and issued notices to both sides. Both sides entered appearance through their respective counsel and filed their Claim and Counter Statement as the case may be.

3. The Claim Statement averments benefit of unnecessary details are as follows:

The petitioner who joined service under the Respondent/Bank in 1979 as Clerk/Shroff was proceeded against on disciplinary action by issuing Show Cause Notice on 2-1-2003 alleging him to have had sent a remittance of Rs. 11.00 lacs to T. Nagar Currency Chest through Sri. E. Vijay Kumar, Clerk/Shroff at Guindy Branch. At the Currency Chest 3 sections of Rs. 100 denomination (soiled notes) were found to contain only 90, 86 and 89 pieces with a total shortage of 35 pieces and the said sections were returned from the Currency Chest to the Branch. There was found the Cash Receipt Stamp of Guindy Branch with date 08-10-2002 and another 2 sections with dated September, 2002 without clearly visible the exact date. The petitioner had put his signature as a Shroff on all those sections and the Officer's signature available thereon do not tally with the signature of any of the officials of the branch. The 1st party is alleged to have accepted having put his signature and that of the Officer as though verified by the Officer. On 26-10-2002 the petitioner was suspended. In his explanation dated 7-3-2002 he denied them. On 27-3-2003 Charge Sheet was issued. In the enquiry commenced on 21-4-2003 Ex. MEX1 to Ex. MEX8 were marked and MW1 to MW4 were examined. On the petitioner's side DW1 was examined. As

per the Enquiry Report dated 29-11-2003 he was imposed the proposed punishment of Compulsory Retirement with superannuation benefits under Clause-6(C) of the Settlement dated 10-4-2002. Appeal was dismissed on 28-6-2006 as being meritless without a speaking order. Hence the ID raised and reference occasioned. The statement of the petitioner was obtained under duress and coercion under an unfair investigation. Confession of the petitioner was obtained after calling the petitioner on leave, to the Branch. Due to pressure of work in the Cashier's counter shortages in the making of each sections would happen. Finding of Enquiry Officer are not based on evidence, which is perverse. Finding is on the basis of assumptions, presumptions surmises and conjectures. Appeal is disposed of without application of mind. The enquiry held is not in accordance with law and principles of natural justice. Hence the punishment of Compulsory Retirement is illegal and unjustified. The petitioner is to be reinstated into service with all benefits Invoking Section-11A of the ID Act.

4. Counter Statement contentions briefly read as follows :

On 17-10-2002 though petitioner was on leave he came to the Guindy Branch. Petitioner then disclosed the truth that in order to pay interest to his creditors for the loans incurred by him who were pressurizing him he utilized the bank money of Rs. 3,500 to clear those debts which he invariably made good on the day and the next day. In fact he admitted removal of 36 pieces whereas actually only 35 pieces were missing. He also wrote letter dated 17-10-2002 voluntarily. Later on 7-3-2002 he alleged the letter to have been given out of compulsion, which further shows lack of negligence of petitioner for missing but that it was deliberate. He had not assailed the enquiry. The punishment is justified. The petitioner has received his PF dues and Gratuity. He has not substantiated his case of compulsion and coercion by evidence. Petitioner cannot find fault with the investigation which is a unilateral act of the Management. The finding is not perverse. There is no scope for interference under Section-11A of the ID Act. Bank has lost confidence on the petitioner. The claim is to be dismissed.

5. Points for consideration are :

- (i) Whether Compulsory Retirement of petitioner with superannuation benefits is justified?
- (ii) To what relief is the concerned workman entitled?

6. The evidence consists of the oral evidence of WW1 and Ex. W1 to Ex. W11 on the petitioners side and of Ex. M1 to Ex. M18 with no oral evidence on the Respondent side.

Points (i) & (ii)

7. The case of the petitioner in the box as WW1 is that he got fair opportunity in the enquiry which was held in an impartial manner.

8. The arguments on behalf of the petitioner advanced by his learned advocate Mr. K. M. Ramesh are in terms of his pleadings. Though enquiry was conducted the reliance is placed only on Ex. M5 Admission Letter without any independent evidence. The punishment is also assailed as discriminatory and arbitrary.

9. The contra contentions advanced by Sri T. S. Gopalan, learned counsel for the Respondent are that the petitioner accepted the guilt voluntarily and is not out of any coercion or compulsion. His versions are inconsistent as an outcome of afterthought after a gap of time. There is no case of discriminating the petitioner for his misconduct punishment him and without punishing some other Officer who are not responsible or liable for the misconduct by the petitioner. Petitioner has not got examined to defend the charge. DW1 who has given evidence on his behalf as a 3rd party is not apt to disprove the charges. Compulsory Retirement given with superannuation benefits is with benevolence in nature and the same in only to be maintained.

10. On consideration of the rival contentions I objectively derive the satisfaction that this as a case in which there is nothing, either in the enquiry, the manner of holding it and the finding or the punishment rendering it unsustainable. Therefore, the punishment imposed is also only to be kept intact. The petitioner is therefore not entitled to any relief.

11. Thus, the reference is answered accordingly.

(Dictated to the P. A., transcribed and typed by him, corrected and pronounced by me in the open court on this day the 18th January, 2011)

A. N. JANARDANAN, Presiding Officer

Witnesses Examined:

For the 1st Party/Petitioner : WW1, Sri R. Kasinathan

For the 2nd Party/Management : None

Documents Marked :

From the Petitioner's side

Ex. No.	Date	Description
Ex. W1	26-10-2002	Order of suspension served on the workman.
Ex. W2	16-12-2002	Show Cause issued to the concerned workman.
Ex. W3	07-03-2003	Reply submitted by the concerned workman reply to the Show Cause Notice.
Ex. W4	27-03-2003	Charge Sheet issued to the concerned workman.
Ex. W5	31-10-2003	Summing up of the Defence Representative on the enquiry

Ex. W6	27-12-2003	proceedings held against the concerned workman	Ex. M9	07-03-2003	Letter from Petitioner to DGM and Disciplinary Authority.
		Comments on the Enquiry Officer's findings submitted by the employee	Ex. M10	09-09-2003	Letter from Ramakrishnan to Enquiry Officer enclosing the Presenting Officer's Summing Up.
Ex. W7	10-04-2004	Second Show Cause Notice served on the concerned workman	Ex. M11	29-11-2003	Findings of the Enquiry Officer
Ex. W8	31-05-2004	General Manager/Disciplinary Authority's punishment order	Ex. M12	08-12-2003	Letter to Petitioner enclosing findings of the Enquiry Officer and calling for his comments.
Ex. W9	14-07-2004	Appeal preferred by the workman before the Appellate Authority	Ex. M13	20-03-2004	Letter from GM and Disciplinary Authority to Petitioner proposing the punishment and advising the Petitioner to call on him for personal hearing on 29-03-2004.
Ex. W10	26-06-2006	Letter from the Chief Manager (HRM) intimating the decision of the Appellate Authority	Ex. M14	26-03-2004 03-04-2004	Communication to the Petitioner Advising him to attend the personal hearing on 16-4-2004.
Ex. W11	09-04-2007	Industrial Dispute raised by workman under Section-2A of the ID Act. 1947	Ex. M15	10-04-2004	Representation of the Petitioner to the GM and Disciplinary Authority.
From the Management side:			Ex. M16	16-04-2004	Proceedings of personal hearing.
Ex. M1	21-04-2003	Description	Ex. M17	30-06-2007	P.F. Settlement Receipt.
	25-04-2003	Proceedings of the enquiry	Ex. M18	30-06-2007	Gratuity Settlement Receipt.
	25-06-2003				
	17-07-2003				
	21-07-2003				
	29-07-2003				
Ex. M2	21-04-2003	Letter of R. Kasinathan to Enquiry Officer informing that Mr. Thomas Jeyaprabhakar will be appearing as his Defence Representative.			
Ex. M3	17-10-2002	Cash Remittance Slip Rs. 11,00,000			
Ex. M4	17-10-2002	Letter from Chief Manager to DGM on cash shortage.			
Ex. M5	17-10-2002	Letter from Petitioner to Chief Manager.			
Ex. M6	17-10-2002	Investigation Report of Mr. Valmikinathan, Manager-Vigilance.			
Ex. M7	21-10-2002	Letter from Chief Manager, Guindy Branch to Chief Manager, Vigilance.			
Ex. M8	16-12-2002	Letter from DGM and Disciplinary Authority Vigilance to Petitioner.			

नई दिल्ली, 31 जनवरी, 2011

का.आ. 611.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एवं आईसी ऑफ इंडिया के प्रबंधरत्र के सबद्ध नियोजकी और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण /प्रम. न्यायालय II, चंडीगढ़ के पंचाट (संदर्भ संख्या 520/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 24-1-2011 के पास हुआ था।

[सं. एस-17012/3/2000-आई आर (बी-II)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 31st January, 2011.

S.O. 611.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.520/2K5) of the Central Government Industrial Tribunal/Labour Court-II, Chandigarh now as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of LIC of India and their workman, which was received by the Central Government on 24-1-2011.

[No. L-17012/3/2000-IR (B-II)]

RAMESH SINGH, Desk Officer

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL- CUM- LABOUR COURT-II,
CHANDIGARH

Present : Sri A.K. Rastogi, Presiding Officer

Case No. I.D. 520/2K5

Registered on 22-08-2005

Sh. Ramesh S/o Sh. Mittan Lal, House No. 1553, Dadu
Majra Colony, Chandigarh

....Applicant

Versus

LIC of India The Senior Divisional Manager, LIC of India,
Jeevan Prakash Building, Sector 17-B, Chandigarh.

....Respondent

APPEARANCES :

For the workman Sh. M.R. Dhiman, AR of Workman

For the Management Sh. P.K. Longia, Advocate

AWARD

Passed on 11-01-2011

Central Government vide Notification No. L-17012/3/2000-IR(B-II) Dated 22-6-2000, by exercising its powers under Section 10 sub-section (1) Clause (d) and sub-Section 2(A) of the Industrial Disputes Act, 1947 (hereinafter referred to as Act) has referred the following Industrial dispute for adjudication to this Tribunal :—

“Whether the action of the Senior Divisional Manager (O.S.) Life Insurance Corporation of India, Sector 17-B, Chandigarh in terminating the services of Sh. Ramesh S/o Sh. Mittan Lal w.e.f. 7-1-1999 is just and legal? If not, what relief is the workman entitled?”

The workman has raised an Industrial dispute stating that he had joined the respondent as Sweeper on daily wages basis on 26-4-1996 and his services were terminated on 07-1-1999 by oral order without any notice and payment of retrenchment compensation. Prior to his termination for about three months he was being paid the fixed wages of Rs. 1500 per month. While terminating the services the juniors were retained. The termination is an unfair labour practice and is violative of provisions of the Act. He has prayed for his reinstatement with full back wages.

The claim was contested by the management/respondent. It was stated in the written statement that there was no relationship of employer and employee between the respondent and the workman. The claimant was never in continuous service of Corporation. He worked of and on for a few days in 1996 and 1997 and subsequently he was given a contract of cleaning and washing on a lump sum of Rs. 2300 per month for a period of three months w.e.f.

1-5-1998, which was extended for another three months w.e.f. 1-8-1998. In the meantime P & I.R. Department of Regional Office, Chandigarh obtained the orders of competent authority for appointment of two temporary sweepers and the appointment to the said posts was to be made in accordance with rules of the Corporation and the workman was further given the contract for the job till the filling of two temporary sanctioned posts of sweepers. The contract of the workman automatically terminated on joining of persons selected for the post in accordance with rules. The termination of contract of workman does not amount to retrenchment. It was denied that the workman entered into employment of respondent on 26-4-1996 as Sweeper on daily wages and the termination of contract of the workman amounts to unfair labour practice and is in violation of Section 25G of the Act and that workman worked for more than 240 days and he is entitled to the benefits of the Act. According to the respondent after appointment to the newly sanctioned posts in accordance with the rules no person was employed on contract for sweeping and washing.

Workman filed rejoinder to say that he had been employed by the respondent and there was a relationship of master and servant. It was further alleged that there was no contract and he is not a contractor. He had been employed against the sanctioned post as the washing and cleaning is a job of permanent nature and is to be performed daily.

Following issues arise for consideration in the present matter :—

1. Whether the workman was an employee of the respondent/management and his services were terminated by the respondent management?
2. Whether the workman was a contractual labour and his contract terminated on the expiry of period for which the contract had been granted?
3. Whether the services of the workman were terminated in violation of the provisions of the Act and the respondent/management retained persons junior to workman while terminating the services of the workman?
4. To what relief the workman is entitled?

In evidence the workman filed his affidavit and relied on certain papers, while on behalf of management, the affidavit of Swaranjit Kaur, AAO, LIC, Divisional Office Sector 17-B, Chandigarh was filed. On the application of the workman the respondent filed certain office orders and payment vouchers. Attendance Register was not produced as it was said on behalf of management that it is not maintained of contractual sweepers.

I have heard the AR of the workman and the learned counsel for the management and have perused the material on record. My findings on various issues are as follows :—

Issue No. 1 & 2.

As both issues are inter-linked, hence they are being taken up together.

It is settled position of law that the person who sets the plea of existence of relationship of employer and employee, the burden would be upon him. The concept of employment involves three ingredients; (1) Principal employer (2) Employee (3) Contract of employment. The employer is one who employs i.e. who engages services of other persons. An employee is one who works for another for hire or reward. The employment is a contract of service between the employer and the employee and there is a difference between and 'contract of service' and 'contract for service.' In order to establish the employer and employee relationship, the workman has to prove that there was a contract of service between him and the employer.

The question arises as to how the relationship of employee and employer is to be determined. The Hon'ble Supreme Court in workman of Nilgiri Co-operative Marketing Society Ltd. Vs State of Tamil Nadu 2004-II LLJ 253 observed that "No single test-be it control test, Organization test or any other test was determinative test for determining the jural relationship of employer and employee". The Hon'ble court held that the Court is required to consider several factors which would have a bearing on the results (a) Who is appointing authority? (b) Who is Pay Master? (c) Who can dismiss? (d) How long alternative service last? (e) The extent of control and provision (f) The nature of job i.e. whether it is professional or skilled work? (g) Nature of establishment (h) The right to reject.

In the perspective of the above stated legal position, the evidence of the parties is to be scrutinized for the determination of the issues involved. The workman in his cross-examination has admitted that he had not been given any appointment letter and he has no record to show that he was engaged on monthly basis. He has filed certain papers marked as 'A' cumulatively. Paper No. 1 to 15 are the payment vouchers, in favour of the workman. Out of these papers No. 1, 13 & 14 has a mention that the amount paid through them was regarding the wages on contractual basis. According to the AR of the workman the other papers filed by him shows that the workman had worked for the management.

As it was submitted by the learned counsel for the management it is not disputed that the workman had worked for the management but the documents relied on by him do not prove that he was an employee of the management. Rather the payment vouchers mentioned above supports the plea of the management that the workman was a contractual labour.

From the documents filed by the management on the request of the workman, the plea of the management is also established. The Office Order dated 15-06-1997 paper No. 74 and the details of payments made to the workman Paper

No. 76-78 go to show that the workman had worked on contract basis. Papers Ex. MW-1/37 and MW-1/38 are the office notes in which sanction has been sought for engaging the workman on contract basis w.e.f. 01-05-1998, and then from 1-08-1998 for three months. In Paper No. MW-1/43 the permission has been sought for allowing the workman for carrying out the work of sweeper on contractual basis till the temporary sweeper is appointment. These Office notes contain the approval of the concerned authority also.

The voluminous evidence produced by the management/respondent and also the evidence of the workman himself goes to show that the workman was a contractual labour. There is no evidence to show that the Corporation had employed the workman and there was a contract of service between the respondent and the workman. Rather the evidence of the parties shows that there was a contract for service for the washing and cleaning job, which terminated on the appointment of persons to the sanctioned posts of temporary sweepers. It is a matter of termination of service with the termination of contract and the termination of the contract does not amount to retrenchment within the meaning of Section 2(oo) Clause (bb) of the Act. Issue No. 1 is decided against the workman and issue No. 2 is decided in favour of the management, accordingly.

Issue No. 3.

As it has been held above there was no contract of service between the workman and the respondent and there was only a contract of service between the two, therefore, no violation of the provisions of the Act in the termination of the service of the workman is involved. The workman was not a retrenchee. Therefore, he is not entitled to the benefit of Section 25G of the Act also. It is also important that the management has denied the violation of Section 25G of the Act and has stated that after appointment to the newly sanctioned posts in accordance with the rules, no person was employed on contract for sweeping and washing. Issue No. 3 is, therefore, decided against the workman.

Issue No. 4.

From the findings recorded above, it is clear that the workman is not entitled to any relief. The action of the Senior Divisional Manager (O.S.) Life Insurance Corporation of India, Sector 17-B, Chandigarh in terminating the services of the workman is just and legal. The reference is answered against the workman. Let two copies of award after due compliance be sent to the Central Government for further necessary action.

ASHOK KUMAR, RASTOGI, Presiding Officer

नई दिल्ली, 31 जनवरी, 2011

का.आ. 612.—ओद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैंक ऑफ इंडिया के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच,

अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, लखनऊ के पंचाट (संदर्भ संख्या 04/2009) को प्रकाशित करती है, जो केन्द्रीय सरकार को 24-01-2011 को प्राप्त हुआ था।

[सं. एल-12012/67/2008-आई आर(बी-II)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 31st January, 2011

S.O. 612.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.04/2009) of the Central Government Industrial Tribunal/Labour Court, Lucknow now as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Bank of India and their workman, which was received by the Central Government on 24-01-2011.

[No. L-12012/67/2008-IR (B-II)]

RAMESH SINGH, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM- LABOUR COURT, LUCKNOW

Present : Dr. Manju Nigam, Presiding Officer

I.D. No. 04/2009

Ref. No. L-12012/67/2008-IR(B-II) dated 11-02-2009

BETWEEN

Shri Saroj Kumar Shukla S/o Late Sh. Suray Narayan Shukla
Nai Basti, Sarojini Nagar, Lucknow

AND

The Zonal Manager Bank of India Zonal Officer

Star House, Vivek Khand, Gomti Nagar, Lucknow

AWARD

27-12-2010

1. By order No. L-12012/67/2008-IR(B-II) dated : 11-02-2009 the Central Government in the Ministry of Labour, New Delhi in exercise of powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) referred this industrial dispute between Shri Saroj Kumar Shukla S/o Late Sh. Suray Narayan Shukla, Nai Basti, Sarojini Nagar, Lucknow and the Zonal Manager, Bank of India, Zonal Officer, Star House, Vivek Khand, Gomti Nagar, Lucknow for adjudication.

2. The reference under adjudication is :

“Whether the action of the management of Bank of India, Lucknow in disengaging Shri Saroj Kumar Shukla from the work of waterman w.e.f. 01-7-2007 is legal and justified. To what relief the concerned workman is entitled?”

3. The case of the workman, Saroj Kumar Shukla, in brief, is that he was engaged by the Extension Counter, Sarojini Nagar Branch, Lucknow @ Rs. 10 per month as waterman. Subsequently, all works of class IV was being taken from him w.e.f. 1989 and later he was stopped from working w.e.f. 01-07-2007 by the then bank manager, without any reason or written order. Accordingly, the workman has prayed that his removal from services be declared illegal and he be reinstated w.e.f. 1989 since he got major, with back wages and continuity in service.

4. The management of the Central Bank of India has disputed the claim of the workman by filing its written statement wherein it has submitted that the workman was never engaged by the bank, therefore, the question of his dismissal on 04-11-2007 does not arise. Further, it has been submitted by the management that there is well prescribed procedure for recruiting Class-IV employees in the Banks which includes calling names from Employment Exchange, followed by test/interview selection etc. and the workman was not recruited by following any of the these procedures. Accordingly, the management of the Bank has prayed that the claim of the workman may be rejected without any relief to him.

5. After filing of written statement the workman was given opportunity to file its rejoinder. When the workman did not put up his appearance nor filed rejoinder for long, a registered was issued to the workman on 16-12-2009 to file rejoinder by 12-01-2010, which was received back ‘underlivered’ with endorsement that “dariyaft karne se chala ki praaptkartaa ki mritu ho chuki hai, atah, vaapas.”

The authorized representative filed an application dated 26-06-2009, paper No. W-9, enclosing death certificate of the workman; requested to proceed in accordance with the Rules since the workman died on 25-05-2009.

6. The authorized representative of the Bank has argued that a dispute does not necessarily cease to be an industrial dispute upon the death of the workman concerned and has relied upon 1968 Lab. I.C. 515 B.W. Journalists' Union v. H.K. Chaudhuri and placed reliance on 1979 Lab. I.C. NOC 14 M/s Gwalior Rayons, Mavoor vs. Labour Court, Kozhikode & others wherein the Hon'ble Kerala High Court has observed that there is no reason why the Labour Court should cease to exercise jurisdiction in considering the question whether the termination of the services of certain employees was justified or not merely because they died during the course of the proceeding. Beside, Section 10 of the Industrial Disputes Act, 1947 lays down that no proceeding pending before a Labour Court, Tribunal or National Tribunal in relation to an industrial dispute shall lapse merely by reason of the death of any of the parties to the dispute being a workman, and such Labour Court, Tribunal or National Tribunal shall complete such proceedings and submits its award to the appropriate Government.

Accordingly, in view of the above legal preposition this Tribunal proceeds further to adjudicate the present reference, even after demise of the workman during pendency of the case and non-substitution in his place.

7. On the date fixed i.e. 12-01-2010 since the workman had died and no substitution application has been filed by the heirs of the workman even after he service of notice, and also that no representative of the workman was present, therefore, 16-03-2010 was fixed for evidence of the opposite party.

8. The management filed affidavit of its witness Shri B. Vishwanath, Regional Manager on 20-04-2010, in support of their case. Since there was no one on behalf of the workman to cross-examine the management's witness; accordingly opportunity to cross-examine the management's witness was closed on 23-08-10 and 29-09-2010 was fixed for further proceeding. The parties remained absent on 29-09-2010 and on 25-11-2010. Accordingly, 22-12-2010 was fixed for arguments.

9. On 22-12-2010 also none appeared on behalf of the workman, his representative too remained absent. The authorized representative of the management put up its oral argument and the case was reserved for award.

10. Heard, the representative of the opposite party and scanned entire evidence on record.

11. It was the case of the workman that he worked as waterman and since he became major, in 1989, all works of class IV was being taken from him till 01-07-2007 when he was stopped from working by the then bank manager.

12. Per contra, the management of the Bank has denied of engagement of the workman at any point of time in any capacity. Apart from this it has submitted that appointment of the workman was not in accordance with the recruitment procedure, specified for the class IV employee.

13. It is well settled that if a party challenges the legality of an order, the burden lies upon him to prove illegality of the action of the management and if no evidence is produced the party invoking jurisdiction of the Court must fail. In the instant case the burden was on the workman to prove that the action of the management of Bank of India in disengaging the workman was illegal and unjustified. Apart from filing statement of claim the workman did not file any rejoinder or adduce any oral evidence in support of his case nor he has turned up to cross-examine the management's witness or to forward his arguments neither oral nor written. Thus, the workman has failed to discharge the burden that lay upon him and has failed to prove that the action of the management of the Bank in disengaging him w.e.f. 01-07-2007 was illegal and unjustified.

14. On the other hand the management by way of its oral evidence on oath, has well proved that the workman was never engaged by the Bank at any point of time.

Further, it has been stated by the management witness that there are prescribed procedure for recruiting the sub-staff in the Bank and the workman never gone through said procedure and any appointment by other mode shall amount to back door entry, which is not tenable. The services of the workman might have been availed by the Bank in exigencies, on daily wages, as and when required and wages/payments were made to him as per work by the Bank.

15. Thus, in view of the above discussions, the workman has failed to establish that he was engaged as waterman by the Bank management and he worked as such till 1-7-2007; and that his services were terminated by the management in violation of the Section 25 F of the I. D. Act; whereas the management has been able to prove that the workman has never been engaged by the Bank at any point of time in any capacity nor he had gone through the prescribed recruitment procedure.

16. In 2006 (109) FLR 826 Secretary, State of Karnataka & others vs. Uma Devi & others Hon'ble Apex Court has laid down that Constitution does not contemplate any employment outside Constitutional Scheme and without following requirements laid down therein. But the States and Union have a right to employ persons on posts which are temporary, on daily wages, as additional hands, by taking them in without following the required procedure. Nothing in Constitution prohibits such engaging of persons temporary or on daily wages to meet the needs of situation. But such temporary employment cannot be resorted to defeat the very basic Constitutional Scheme of public employment. Further, it has been observed that when relevant rules have been made under Article 309, government can make appointments only in accordance with rules.

17. Thus, in view of the discussions and above legal preposition the workman, whose was not appointed following prescribed Rules, cannot claim for reinstatement; and accordingly, I come to the conclusion that the action of the management of Bank of India, in disengaging the services of the workman was neither illegal nor unjustified. Hence, the workman is not entitled to any relief.

18. The reference under adjudication is answered accordingly.

19. Award as above.

Lucknow

27-12-2011 Dr. MANJU NIGAM, Presiding Officer

नई दिल्ली, 31 जनवरी, 2011

का.आ. 613.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार चेन्नई पोर्ट ट्रस्ट के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्पोरेटों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकारण/प्रम न्यायालय, चेन्नई के पंचाट (संदर्भ संख्या 25/2008)

को प्रकाशित करती है, जो केन्द्रीय सरकार को 24-01-2011 को प्राप्त हुआ था।

[सं. एल-33012/1/2008-आई आर(बी-II)]
रमेश सिंह, डेस्क अधिकारी

New Delhi, the 31st January, 2011

S.O. 613.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 25/2008) of the Central Government Industrial Tribunal/Labour Court, Chennai now as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Chennai Port Trust and their workmen, which was received by the Central Government on 24-01-2011.

[No. L-33012/1/2008-IR(B-II)]

RAMESH SINGH, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL- CUM- LABOUR COURT, CHENNAI

Monday, the 17th January, 2011

PRESENT : A.N. JANARDANAN, Presiding Officer
Industrial Dispute No. 25/2008

[In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between the Management of Chennai Port Trust and their Workmen]

BETWEEN

Sri M. Amanullah : 1st Party/Petitioner
Vs.

The Chairman, : 2nd Party/Respondent
Chennai Port Trust,
Rajaji Salai,
Chennai-600 001

APPEARANCE :

For the 1st Party/Petitioner : Sri A. G. M. Bhaimia,
Advocate

For the 2nd Party/Management : M/s. M. R.
Dharanichandar,
Advocates

AWARD

The Central Government, Ministry of Labour vide its Order No. L-33012/1/2008-IR(B-II) dated 15-05-2008 referred the following Industrial Dispute to this Tribunal for adjudication.

The schedule mentioned in that order is :

“Whether the demand of Sri M. Amanullah for terminal benefits like pension, gratuity, from the management of Chennai Port Trust is just and right? If not, to what relief is the workman entitled to?”

2. After the receipt of Industrial Dispute, this Tribunal has numbered it as ID 25/2008 and issued notices to both sides. Both sides entered appearance through their respective counsel and filed their Claim and Counter Statement as the case may be.

3. The Claim Statement averments bereft of unnecessary details are as follows :

The petitioner employed as Assistant Shed Master under the Respondent w.e.f. 08-08-1966 with unblemished service of 19 years was terminated from service by ex parte order dated 20-04-1983. Appeal preferred by his wife in consideration of his mental health on 03-05-1983 within time, but kept pending for more than 19 years without any decision, was rejected without hearing. Petitioner submitted petition to the Secretary to the Government of India, Ministry of Shipping and Transport. In WP No. 14736/2005 filed before the High Court of Madras it was directed by order dated 29-04-2005 that ID be raised before the Industrial Tribunal. ID was raised. Conciliation failed and the reference is thereafter occasioned. In terms of Section-4 of the Gratuity Act, petitioner is entitled to the terminal benefits and Gratuity. His wife as a member of the family as per the Act is competent to prefer appeal. The amount was neither settled within one month nor deposited with controlling authority in accordance with the procedure established by law. Management committed laches. Hence the claim.

4. The Counter Statement contentions briefly read as follows :

The petitioner was discharged from service during 1982 and after 25 years dispute was raised. Hence it is to be dismissed on the ground of laches. Dispute is not maintainable for want of challenge of his discharge from service for misconduct, thus with no dispute involved in the eye of law. Petitioner had unauthorisedly absented from 09-08-1980 for 88 days from 12-11-1980 to 24-11-1980. Charges framed against him were established but was leniently dealt with by a severe warning. But he did not improve. Again disciplinary action was initiated for his chronic unauthorised absence from duty from 01-01-1981 to 21-01-1981, 03-02-1981, 07-02-1981 to 15-02-1981, 19-02-1981, 21-02-1981, 23-02-1981 to 25-02-1981, 01-03-1981 to 03-03-1981, 07-03-1981 to 16-03-1981 and thereafter from 19-3-1981 onwards he had not at all turned up for duty without prior sanction rendering himself liable for discharge under Clause-42.B (ii) read with 10(e) of the Standing Orders for the Port of Madras. He had not submitted any Medical Certificate. Charges framed against him were proved in the departmental enquiry. Subsequently he was discharged from service w.e.f. 19-03-1981 by an Office Memo dated 24-08-1981. Under order dated 28-08-1982 of the Appellate Authority viz. Central Government in appeal he was permitted to join duty and he resumed duty on 10-09-1982. The petitioner continued to be on frequent leave and made request therefor, last of which dated 22-09-1982 was rejected but he did not resume duty. He was issued Show Cause Notice on 30-10-1982 for unauthorized absence. Disciplinary action was initiated as per Memo dated 25-11-1982 under

Clause-42-B(II) read with 10(e) of Standing Orders. On 30-11-1982 by letter dated 15-11-1982 he requested for 3 months leave due to his wife's alleged psychosis. He did not attend the enquiry or personal hearings. He was discharged from service w.e.f. 19-09-1982 as per order dated 20-04-1983. His belated appeal submitted on 2-04-1991 after gap of 8 years and not on alleged 3-05-1983 was dismissed being meritless. His representation dated 15-03-2002 for reinstatement to the Chairman was informed dismissed on 5-06-2002. The 1st party is the proper person to file appeal and not his wife who is allegedly suffering from psychosis. He had not completed unblemished service of 16 years and was not eligible for terminal benefits and pension but was informed deserving for grant of compassionate allowances. There are no extenuating circumstances to take a lenient view after a gap of more than 25 years. Only terminal benefits admissible to discharged employee are payable to him and not for pension/compassionate allowance. The claim is to be dismissed.

5. Points for consideration are :

- (i) Whether the claim for terminal benefits like Pension, Gratuity, etc. to the petitioner is just and right?
- (ii) To what relief, the concerned workman is entitled?

6. No evidence was adduced on the petitioner's side. On the Respondent's side MW1 was examined and Ex. M1 to Ex. M29 marked.

Points (i) & (ii)

7. On the petitioner's side written arguments were filed without any oral arguments. From the Respondent's side arguments were addressed and written arguments were also filed. No documents were sought to be admitted in evidence on the side of the petitioner. MW1 was not cross-examined on behalf of petitioner. Perused the records and the written arguments. The main arguments on behalf of the petitioner, by way of written submissions, are that the petitioner was discharged from service without any proper reason by an ex parte order on 20-04-1983 but for which he would have retired only on 30-11-1997. He was denied pension, gratuity and terminal benefits. On Writ No. 14736/2005 before the High Court it was directed on 28-04-2005 to approach the appropriate industrial forum. It was petitioner's wife who preferred an appeal against the discharge filed within time but the Management kept it for 9 years alleging latches. The Management did not deposit his terminal benefits and gratuity with the Controlling Authority. The Claim is not barred by limitation or latches. The Management has admitted at the conciliation that no amount was paid to the petitioner. Gratuity is not in the realm of charity but is a statutory right.

8. Contra arguments on behalf of the Respondent are that the discharge was after an enquiry for unauthorized absenteeism from duty by the petitioner. The dispute is raised only after 25 years with no explanation for delay and latches. ID is only to be dismissed. Petitioner

has not turned up for enquiry before the forum to give oral evidence or to give documentary evidence though some documents have been filed. The petitioner being a Shed Master is really in a Managerial Cadre and is not a workman. Petitioner was issued Show Cause Notice on 30-10-1982 for unauthorized absence and disciplinary action was initiated against him under Clause-42(B)(ii) read with 10(e) of the Standing Orders of Port of Madras. But he continued to request for leave from time to time alleging domestic affairs as well as his wife suffering from psychosis in spite of his having been directed to attend the enquiry. On his failure to attend the enquiry was held ex parte. He had been given ample opportunity. He has not submitted any Medical Certificate or furnished any explanations. The appeal filed was after a gap of 8 years which was dismissed being devoid of merits. As per the regulations the petitioner is the proper person to file appeal. For want of challenge of the termination order dated 10-09-1982 discharging him from service the dispute herein is not maintainable. Petitioner also did not offer explanation or personal hearing against Show Cause Notice against discharge. The discharge is for proved misconduct which is second in the ordinal numeral of the same kind.

9. Here is a workman, an Assistant Shed Master under the Respondent Port Trust who was discharged by the Management for habitual absenteeism after holding an enquiry which is assailed by the petitioner as being ex parte one. According to petitioner as per Section-4 of the Gratuity Act, he is entitled to terminal benefits and gratuity, which the controlling authority is under a duty to settle within one month and keep in deposit, which was not done, Respondent's contention is that there is no challenge against the discharge and what is demanded is terminal benefits like pension, gratuity, etc. from the Management, which according to it cannot be given following a punishment of discharge from service. The petitioner unauthorisedly absented from 9-08-1980 for 88 days and from 12-11-1980 to 24-11-1980 in the wake of which after enquiry on framed charges he was imposed a lenient punishment. Even thereafter he did not improve and his habitual absenteeism stretched further from 1-01-1981 to 31-01-1981, 3-02-1981, 7-02-1981 to 15-02-1981, 19-02-1981, 21-02-1981, 23-02-1981 to 25-02-1981, 1-03-1981 to 3-03-1981, 7-03-1981 to 16-03-1981 and thereafter from 19-03-1981 onwards endlessly without turning up for duty. All these had been without prior sanction from the Management rendering himself liable for discharge under Section-42B(ii) read with Section-10(e) of the Standing Orders of the Port Trust of Madras. For any reasons of sickness, he has not submitted Medical Certificates. Accordingly charging him enquiry was held where after he was discharged from service w.e.f. 19-03-1981 as per Memo dated 24-08-1981. The petitioner challenged this before the Ministry of Shipping and Transport and he was permitted to join duty and he did resume duty on 10-09-1982. Thereafter also he continued to be on frequent leave, of course with request therefor, last of which dated 22-09-1982 was rejected. Still he did not resume duty. Therefore, he was issued Show

Cause Notice on 30-10-1981 for unauthorized absence. Disciplinary action was launched. By letter dated 15-11-1982 on 30-11-1982 he requested for 3 months leave due to his wife's alleged psychosis. He did not attend for personal hearing. He was discharged again from service w.e. f. 19-09-1982 as per order dated 20-04-1983. He filed belated appeal only on 2-04-1991 after a gap of 8 years which according to the petitioner was filed on 3-05-1983. Appeal was dismissed. Further his representation dated 15-03-2002 for reinstatement to the Chairman was dismissed on 5-06-2002. It is for him to appeal and not by his wife who is allegedly suffering from psychosis also. He had not completed unblemished service of 16 years and was not eligible for terminal benefits but was entitled to compassionate allowances. There are no extenuating circumstances to take a lenient view after a gap of 25 years. Only terminal benefits admissible to discharged employees are payable to him and not for pension/compassionate allowances, the contention is emphasized.

10. The contention that the claim is barred by limitation and latches cannot be upheld for the reason that ever since his discharges, twice in number he has been agitating before the various authorities for appropriate reliefs. He even approached the Hon'ble High Court of Madras as per the direction of which he approached this forum. It was as per the Government order permitting him to join duty though to a reverted post that he actually resumed duty where after also, petitioner has not been able to attend to his duties. He has been applying for leave continuously or intermittently keeping himself absent from the office without prior sanction, which is nothing short of habitual absenteeism. There is no case for the Management that he has not been applying for leave but they have a case that he has not produced any Medical Certificate to show that he or his wife has been suffering from any serious illness of such a nature as to detain him from attending duty and also from submitted any explanation to the various Show Cause Notices issued to him calling upon him to submit explanation, attend for personal hearing, etc. before he is sought to be imposed with the proposed punishment after the culmination of the enquiry. The case of the petitioner is that he was discharged from service ex parte whereby meaning that the enquiry was held ex parte. The reason for the enquiry being ex parte cannot be attributed against the Management for the reason that he has been endlessly at default neither giving explanation to the various notices, nor by participating in the enquiry or in attending the personal hearing. As regards the petitioner, the situation being as above the Management could never be found fault with for proceeding to impose upon him the appropriate punishment after holding ex parte enquiry, which it really did. When the Management lost confidence on the petitioner the Management is left with no other go than to suitably deal with him by way of imposing punishment so as to correct him and make him worthy to continue to serve the cause of the Management or if it is the only satisfaction of the Management, objectively

derived, that he cannot be found to be of service to it if continued to be employed thereby losing confidence in him, the only course left with it is to send him out of service. Such a course could be resorted to by the Management by various methods of punishment like dismissal, discharge, removal, compulsory retirement, etc. Here the mode of punishment chosen by the Management was discharge from service under which according to it the petitioner is not entitled to pension or compassionate allowance but what he is entitled to receive are only terminal benefits admissible to discharged employees. Then it is pertinent to ask what are the enumerated terminal benefits admissible to discharged employees. In the Counter Statement the same is not made mention of in unambiguous terms. Discernibly it is admitted that petitioner is entitled to some benefits by way of terminal benefits as a discharged employee but is not eligible for pension/compassionate allowance. The claim of the petitioner in the Claim Statement is for terminal benefits and gratuity. From the very admission of the Management as well it could be found that the said liabilities are not executed ones but are executory ones, they having not been paid already. The Management has no specific case that petitioner is not entitled to gratuity. It is not made known in vivid terms as to what are the various items falling under the caption "Terminal Benefits."

11. Inconsistent or contradictory contentions appear to have been advanced on behalf of the Management that the petitioner is not entitled to gratuity or pension but is entitled to only compassionate allowance. It is also not made clear what items of payment come under the caption "Compassionate Allowances". The argument on behalf of the petitioner is that he is entitled to gratuity, pension, etc. also on humanitarian and compassionate grounds.

12. The claim as set forth in the Claim Statement is not vivid enough to comprehend under what all heads the petitioner seeks to realize terminal benefits. In the same cloudy way the claim is met in defence by the Management by not clearly making it known as to exactly what are the benefits to which the petitioner is eligible and to what he is not eligible. An element of obscurity is allowed to perch on the entire realm.

13. In this context it is relevant to consider whether the petitioner is entitled to the terminal benefits such as pension, gratuity, etc. As per the discharge it is made to appear that the petitioner is not entitled to pension or gratuity but only to such terminal benefits admissible to discharged employees which is the case of the Management, but the same is shrouded in mystery as to what they are exactly.

14. True, the challenge is against non-payment of terminal benefits like pension, gratuity, etc. and therefore the demand is for the same and the negation of which is whether just and right. Here actually the case of the petitioner is that he has been denied terminal benefits, gratuity, etc. If on discharge such benefits cannot be extended to him he could not have raised such a demand

as a lawful claim to be recovered from the Management for which raising an Industrial Dispute he got it referred for adjudication.

15. In this context it is germane to consider whether the petitioner is entitled to terminal benefits such as pension, gratuity, etc. It is settled position that an adjudication is to be rendered on the real controversy involved between the parties, as well that could be gathered from the pleadings or reference and it is not to be circumscribed by the terminology as found in the reference which may at times be cryptic and vice-versa. When from the couching terminology in the reference the dispute discernibly is regarding the claim for pension, gratuity, etc. by way of terminal benefits, the Claim Statement of the petitioner while referring to terminal benefits inclusive of gratuity does not make mention of "pension" at all. From both the reference and the respective contentions on either side what is spelt out is that the claim of the petitioner is for pension, gratuity, etc. by way of terminal benefits. Therefore, the question that falls for consideration is to be understood:— as whether the petitioner is entitled to the terminal benefits such as pension, gratuity, etc. and that the real controversy centres around the same issue.

16. The petitioner challenges the discharge as being by an ex parte order in nature. This challenge cannot be sustained. The Management has had given notices to the petitioner but he is at fault for not participating in the enquiry. He was discharged for habitual absenteeism, a major misconduct. This the Management did as inevitable course since the petitioner could not be relied upon by them by reason of his habitual absenteeism due to which he has faulted himself to attend to duty as Assistant Shed Master. Though it is orally contended that he being a Shed Master, this Tribunal has no jurisdiction to entertain the dispute cannot be sustained for the reason that said contention is merely a surplusage without any factual foundation in the pleadings or quotation of any relevant provision under any statute. The nature of the employment of a Shed Master is not so conspicuous or notorious a matter which could be known by anybody merely on hearing or knowing about it. So law could also only be oblivious to what is not obvious to anybody or others. The said argument cannot be countenanced without any point in elucidation. On his footing as a reverted Assistant Shed Master the ID is raised and not in the capacity of a Shed Master even.

17. Here is an employee who has been agitating continually against his discharges, two in number. Though he was inert in the matter of participation in the enquiry and in the response to various notices calling for explanation, requiring personal hearing etc. and in giving explanations and personal hearings before a proposed action was to be taken against him really he has been discernibly very agile in seeking remedies after the proposed actions of punishment were ordered. That is to say, he has been challenging the punishment of discharge tooth and nail alleging the same to be ex parte. The reason for the order being ex parte is attributable to the petitioner

alone. It is pertinent to ask why he had been absenting himself from participating in the enquiry or not reciprocating to the Show Cause Notices issued to him for giving explanations and or to attend personal hearings. A probable question arises as to whether he has been actually prevented by any genuine reason from appearing for the enquiry or reciprocating to the Show Cause Notices for the various requirements to be met by him. Even the appeal against the discharge is seen filed by his wife. Why he has not chosen to prefer the appeal by himself? Wife through whom he sought to file the appeal has been described by him as a person suffering from psychosis in a subdued manner as a reason for not attending to the enquiry by him. Had he actually been suffering from any illness or had he been placed in any such a disadvantageous position of not being able to participate in the enquiry or to give explanations to the Show Cause Notices, proposed punishments and attend the personal hearings? What necessitated his wife, allegedly suffering from psychosis, if it be true, to prefer an appeal against the discharge of the petitioner if he himself could have filed it. Answers to all these questions are pertinent but are not forthcoming. Here is another question why the petitioner who would have normally retired on superannuation w.e.f. 30-11-1997 came forward in the year 2002 before the Chairman of the Port Trust with a request for his reinstatement into service? All these are materials supporting a view, if taken, to hold that petitioner together with his wife or either of them may not have been in a conducive or ideal situation to protect themselves during certain durations compelling one of them to act for the other during contingencies not unfolded for reasons best known to them. It is not known whether they were entangled in any intricate problems in life or health so as to be unable to do what is usually or normally expected of them as ordinary pursuits in their personal or domestic life and the official life of the petitioner. There are indications as to something negative in relation to the mental health of petitioner as well on records. Law has to be alive to the social problems. The background circumstances in which a crime or misconduct is committed should receive the attention in the matter of dispensation of justice, say social justice. Though the non-participation of the petitioner in the enquiry and the inaction to the various notices led to the culmination of the ex parte order of discharge of the petitioner, not a fault of the Management, yet it may not have supervened due to the deliberate fault of the petitioner himself. Why petitioner had not come forward to disclose the factual scenario, if any, in relation to his personal or domestic life which really may have inhibited him from acting in the direction in which he ought to have, we are at dark. If for any reasons too personal or domestic he is not out to or not able to divulge a matter and by reason of that fact he has abstained from participating in the enquiry and from reciprocating to the various notices and the proposed action he is not to be blamed. Such social realities also have to be borne in mind by any authority charged with the dispensation of justice by not acting in a peripheral, superficial and mechanical manner. So viewed, while the enquiry held ex parte and the finding of guilty of misconduct for habitual absenteeism are to be kept intact, yet the

punishment imposed on the petitioner needs to be interfered with as being shockingly disproportionate to the gravity of the misconduct. The punishment of "discharge" being one capital in nature tends to put the petitioner in economic death and the same is too harsh upon him and his family. U/s 11A of the ID Act, the power of Tribunal extends to interfere with the punishment in appropriate cases when the impugned one is shockingly disproportionate to the gravity of the misconduct, the same which power as held or clarified by the Supreme Court is available for any other valid or good reasons too. This approach of the Tribunal would, in appropriate cases, be harmonizing to reconcile between the " Laws in the Books" and the laws in reality. To quote, Anachar Sis, a learned author. " written laws are like spider webs; they well catch, it is true the weak and poor, but would be torn in pieces by the rich and the powerful". The Management could have imposed some punishment under which he could have received his terminal benefits to which he is actually entitled. Though petitioner has to such contentions in his Claim Statement and his only is that the order of discharge is "purely ex parte", the said term has to be read as speaking in volumes to comprise everything including the challenge against his discharge, as a capital punishment shockingly disproportionate to the gravity of the misconduct as discussed by me above. Therefore, his claim is to be read as one challenging his very discharge as invalid and seeking to be set aside without which there cannot be foundation for him to make his claims for terminal benefits like pension, gratuity, etc.

18. In the light of my above discussion, I hold that the discharge of the petitioner is not fair and proper. The same is set aside. The Management is directed to disburse his terminal benefits as though he has retired from service under Compulsory Retirement. Even if the petitioner has had any length of period that remained to be served out as on 30-11-1997, an order for reinstatement could not follow, since it is made to appear that in the fitness of things it is good that he quits the service for his proved inability to serve the institution even if reinstated; but such quitting shall be based the doctrine of quid pro quo. The petitioner is entitled to the relief as above.

19. Thus, the reference is answered accordingly.

(Dictated to the P.A. transcribed and typed by him, corrected and pronounced by me in the open court on this day the 17th January, 2011).

A.N. JANARDANAN, Presiding Officer

Witnesses Examined:

For the 1st Party/Petitioner : None
For the 2nd Party/Respondent : MW1, Smt. C. Mahalakshmi

Documents Marked :

On the Petitioner's side

Ex.No. Date Description
Nil

On the Management's side

Ex.No.	Date	Description
Ex. M1	05-11-1971	Service Sheet
Ex. M2	16-07-1981	Memo issued by the Respondent
Ex. M3	24-08-1981	Memo issued by the Respondent
Ex. M4	08-09-1981	Letter from the petitioner to the Ministry of Shipping and Transport
Ex. M5	08-02-1982	Settlement of Accounts
Ex. M6	07-04-1982	Letter from the Traffic Manager to the Petitioner
Ex. M7	07-05-1982	Letter from the Respondent to the Ministry of Shipping and Transport
Ex. M8	28-08-1982	Government of India, Ministry of Shipping and Transport Order
Ex. M9	03-09-1982	Letter from the petitioner to the Respondent
Ex. M10	06-09-1982	Memo issued by the Respondent
Ex. M11	22-09-1982	Letter from the Petitioner to the Respondent
Ex. M12	29-09-1982	Memo issued by the Respondent
Ex. M13	30-10-1982	Memo issued by the Respondent
Ex. M14	15-11-1982	Letter from the Petitioner to the Respondent
Ex. M15	25-11-1982	Memo issued by the Respondent
Ex. M16	01-12-1982	Letter from the Petitioner to the Respondent
Ex. M17	07-12-1982	Enquiry Proceedings
Ex. M18	28-01-1983	Enquiry Proceedings
Ex. M19	08-02-1983	Enquiry Proceedings
Ex. M20	14-03-1983	Enquiry Proceedings
Ex. M21	23-03-1983	Enquiry Findings
Ex. M22	20-04-1983	Discharge Letter
Ex. M23	1987	Madras Port Trust (Pension) Regulations, 1987
Ex. M24	13-06-1991	Letter from the Respondent to the Petitioner
Ex. M25	05-06-1992	Letter from the Respondent to the Petitioner
Ex. M26	20-11-2002	Reply Notice from the Respondent Advocate to the Petitioner Advocate
Ex. M27	01-09-1993	Letter from the Respondent to the Petitioner
Ex. M28	07-01-2005	Letter from the Respondent to the Petitioner
Ex. M29	26-04-2005	Counter filed by the Respondent before the Assistant Commissioner of Labour (Central)-1

नई दिल्ली, 31 जनवरी, 2011

का.आ. 614.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार 'पंजाब नेशनल बैंक' के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/प्रम न्यायालय-1, नई दिल्ली के पंकाट(संदर्भ संख्या 27/2009) को प्रकाशित करती है, जो केन्द्रीय सरकार को 24-1-2011 को प्राप्त हुआ था।

[सं. एल-12012/4/2009-आईआर (बी-II)]
रमेश सिंह, डेस्क अधिकारी

New Delhi, the 31st January, 2011

S.O. 614.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 27/2009) of the Central Government Industrial Tribunal-cum-Labour Court-1, New Delhi now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Punjab National Bank and their workmen, which was received by the Central Government on 24-1-2011.

[No. L-12012/4/2009-IR (B-II)]

RAMESH SINGH, Desk Officer

ANNEXURE

BEFORE DR. R. K. YADAV, PRESIDING OFFICER, CENTRAL GOVT. INDUSTRIAL TRIBUNAL NO.1, KARKARDOOMA COURTS COMPLEX DELHI

I. D. NO. 27/2009

Shri K.L.Chhabra,
WZ-20 A, Om Vihar, Phase -I,
Uttam Nagar,
New Delhi

... Workman

Versus

The Assistant General Manager,
Punjab National Bank.
Zonal Office, DAC Cell, 4th Floor,
Rajendra Bhawan, Rajendra Place,
New Delhi

... Management

AWARD

Riotous and disorderly behaviour shown by Shri K.L.Chhabra on 15-1-1995, while posted at printing and stationery department, Punjab National Bank (in short the bank) resulted in his suspension. Charge sheet was served on Shri Chhabra on 28-1-85 and after an enquiry punishment of stoppage of one annual increment was awarded with cumulative effect, vide order dated 22-6-85. On 28-10-85 while posted at Najafgarh, Delhi, branch of the bank, Shri Chhabra was again suspended. He was

reinstated vide order dated 16-8-89 and directed to report at CDPC branch, Ram Tirath Nagar, Delhi. A writ petition, being CWP No.141 of 93, was filed by Shri K.L. Chhabra before High Court of Delhi, which petition was disposed of with a direction to the bank that Shri Chhabra shall be paid all benefits accrued to him during the period of suspension from 1985 to 1989. A contempt petition being CCP NO.131 of 1995 was filed wherein Shri Chhabra claimed arrears of annual increment from 1985 onwards, besides officiating allowance for the post of teller during 8-10-85 to 6-8-89 and leave fare concession. His contempt petition was dismissed vide order dated 5-10-99, being devoid of merits.

2. On 21st of March, 91 Shri Chhabra was suspended again by the bank. His suspension was revoked on 18-7-92, pending enquiry. On conclusion of the enquiry, Disciplinary Authority awarded punishment of stoppage of one increment with cumulative effect, vide order dated 4-5-95. His period of suspension was treated as not spent on duty. On 25-9-93 he was suspended again. His suspension was revoked on 4-11-94, pending enquiry. On conclusion of enquiry punishment of stoppage of two increments with cumulative effect was awarded to him vide order dated 28-1-95. Period of his suspension was treated not spent on duty.

3. From 4-11-94 to 25-5-95 Shri Chhabra remained absent from his duties in an unauthorized manner. He was deemed to have voluntarily retired from his employment w.e.f. 25-5-95. Shri Chhabra raised an industrial dispute, being I.D.No.92/06. The said dispute was adjudicated in his favour vide award dated 25-7-2002, wherein the Tribunal concluded that order dated 25-5-95, declaring Shri Chhabra deemed to have voluntarily retired from the service of the bank, was illegal. He was reinstated in service with full back wages and arrears of pay.

4. On 16-1-2004, while posted at Naraina Vihar branch of the bank, Shri Chhabra was suspended again. He was charge sheeted on 4-2-2006. On conduct of an enquiry punishment of dismissal was imposed upon him vide order dated 16-8-2007, which punishment was assailed by Shri Chhabra by way of raising an industrial dispute. The appropriate Government referred the dispute to this Tribunal as 10 No.26/2009, which dispute has been adjudicated vide award dated 27-8-2010, wherein it was commanded that punishment of dismissal would be substituted with a punishment of discharge simpliciter, with release of retrial benefits to Shri Chhabra.

5. On 7-5-2007 Shri Chhabra raised a dispute before the Conciliation Officer wherein he challenged his first suspension order dated 15-1-85, award of punishment of stoppage of one increment with cumulative effect vide order dated 22-6-85 and second suspension order dated 28-10-85. In claim statement he agitates that charge sheet was not served upon him for a considerable long period

and the bank reinstated him in service on 16-8-89, pending disciplinary enquiry, which order was not justified. A claim has been made by him that he was entitled to payment of full wages, after adjustment of subsistence allowance paid to him. Officiating allowance has also accrued in his favour. Payment of leave fare concession cannot be denied to him. He was also entitled to accumulation of leaves of various types, besides yearly increments. He presents that after his reinstatement, as detailed above, he was made to work on subsistence allowance from 18-8-89 to 30-3-91, which action of the bank was not justified. It has been detailed that his third suspension by the bank on 21-3-91 was illegal and as such he made a representation to the Chief Manager, Paharganj Branch of the bank for payment of his subsistence allowance in accordance with rules. According to him subsistence allowance, paid to him was not in consonance with rules. He was reinstated on 18-7-92. His annual increments were not released in his favour. He unfolds that he filed a writ petition before High Court of Delhi, which petition was granted since the bank was commanded to pay him all benefits from 1985 to 1989. In his claim statement he unfolds history of litigation between him and the bank and enlists various payments which are to be made by his employer. A prayer was made to the Conciliation Officer that recovery order may be issued against the bank in respect of amount mentioned by him in para No. 73 of his claim statement.

6. Conciliation Officer initiated conciliation proceedings. The Bank presented its defence, detailing that all dues of the claimant stood paid. Since conciliation proceedings failed, Conciliation Officer submitted his failure report before the appropriate Government. On consideration of the failure report, so submitted, the appropriate Government referred the dispute to this Tribunal for adjudication, vide order No.L-12012/4/2009-IR (B-II), New Delhi dated 2-6-2009, with following terms of reference:

"Whether the action of the management of Punjab National Bank, New Delhi in not paying payment of the recovery of due amounts & benefits as mentioned in the claim application dated 7-5-2007 and benefits of Shri K.L.Chhabra is just, fair and legal ? What relief the workman concerned is entitled to and from which date?"

7. In his claim statement Shri Chhabra narrates alpha to omega of his dispute. He unfolds that he joined services of the bank on 12-8-77 as clerk/cashier and was confirmed as such on 12-2-78. He was transferred to three different branches of the bank upto September, 1981 and ultimately posted in Printing & Stationery Department, Wazirpur, Delhi, in October, 1981. He submitted an application on 26-3-83 for collection of leave record from previous branches. Despite the fact that a letter was written by the Branch Manager to R.M. Office, leaves

were not credited in his leave account upto 24-5-95. Shri U.K.Gupta, Manager, Stationery Department, became biased and vindictive towards him, who wanted to get rid of him by hook or crook. He took steps to get him declared physically unfit to serve the bank, which failed. Shri Gupta illegally deducted a sum of Rs. 1242 out of his wages, for which LCA No.4/97 was filed before the Tribunal. Shri Gupta suspended him on 15-01-85 on false and flimsy grounds. A charge-sheet was served upon him on 28-1-85, which was vague and unspecific. Enquiry was conducted, which was neither fair nor proper. Punishment of stoppage of one increment was awarded to him. He made various representations against that action. Vidē letter dated 28-6-95 he was directed to report to Najafgarh branch of the bank. His representations in that regard evoked no response. He joined Najafgarh branch on 5-7-85. The Branch Manager, Najafgarh branch dealt him in indifferent manner. Though he was senior most clerk in the branch, yet not allowed officiating powers for the post of teller or special assistant on regular basis. His genuine demands for collection of sick leave record, payment of balance wages for suspension period on first occasion, maintenance of proper leave record and for revocation of penalty of stoppage of increment were not considered, by the bank.

8. He went on to detail that on 24-10-85, he was implicated in a false case. He was arrested and detained by the police in that case. Ultimately he was released by the police when he was not found responsible for the crime, alleged to have been committed. He was suspended again on 28-10-85, on suspicious ground. Subsequently he was reinstated, pending disciplinary enquiry. No charge-sheet was issued to him until 25-5-95. Since no inquiry was initiated for fairly long period, he became entitled for payment of full wages, after deduction of subsistence allowance drawn by him, during period of suspension, payment of special allowance, payment of officiating allowance and payment of leave fare concession. His increments for suspension period were not released. He was suspended again on 21-3-91, which suspension was revoked vide letter dated 18-7-92, without holding an enquiry. He was not granted any annual increments for this period also.

9. He joined Dev Nagar branch of the bank on 24-9-93. He realized that the bank was adopting a policy of victimizing him. Hence he filed a writ petition before High Court of Delhi. During adjudication of that writ petition the bank made a statement on 3-3-94, admitting various aspects of his claim made in the petition. High Court granted his petition directing the bank to grant his benefits accrued between 1985 to 1989, when he remained under suspension. Despite admission of his claim, the bank did not release his full wages and other benefits.

10. Detailing series of events which led to his victimization, the claimant pleads that the bank be directed to set aside orders of stoppage of his increments and period of his suspension be treated as spent on duty. He claims that the bank be commanded to permit him to avail all benefits accrued to him during above illegal suspension periods. He claims payment of an amount of Rs.2768 with interest @ 18% per annum w.e.f. 1-8-85 till date of actual payment. He also claims payment of special officiating allowance for the post of Teller/Head Cashier or Computer Operator or Special Assistant, payment of leave fare concession and accumulation of various types of leaves w.e.f. 15-1-85 to 24-5-95.

11. Claim was demurred by the bank pleading that an individual dispute has been referred by the appropriate Government, which could not acquire status of an industrial dispute, for want of valid espousal by a recognized union of the establishment of the bank. The Tribunal cannot invoke its jurisdiction for adjudicating an individual dispute. It has also been pleaded that a stale claim has been made, which cannot be entertained. The bank concedes action of suspension of the claimant on 15-1-85 and award of penalty of stoppage of one annual increment vide order dated 22-6-85. Shri Chhabra moved two LCA No.05/97 and No.47/98 before Central Government Industrial Tribunal No.2, Rajendra Place, New Delhi. In LCA No.5/97 he claimed payment of minimum wages w.e.f. 15-1-85 to June, 85 which LCA was decided vide order dated 31-8-05. A subsequent order dated 14-8-06 was passed in the matter by the Tribunal, detailing that an amount of Rs. 4969/88 with an interest @ 10% was to be paid the claimant. In LCA No. 47/98 he raised a claim for release of his incremental benefits for the period 1985 to 1995. LCA was disposed of vide order dated 14-3-2007 with direction to the bank to calculate arrears of wages of the claimant and pay it within a period of four months. The bank projects that the writ petition was filed by the claimant before High Court of Delhi in 1993 which was disposed of with a direction to pay all benefits accrued to him for the period 1985 to 1989. Contempt petition, filed by the claimant, was dismissed by High Court of Delhi, vide order dated 5-10-99. LCA No.55/07 was filed by the claimant before Central Government Industrial Tribunal No.2 claiming interest on certain payments from 28-10-85 to 16-8-89, made by the bank on the directions of High Court of Delhi. L.C.A. was dismissed vide order dated 15-9-2005 LCA No.46/98 was filed claiming officiating allowance for the period from 5-7-85 to 25-5-95 which LCA was dismissed vide order dated 17-1-06. LCA No. 16/1999 was moved claiming Leave Fare Concession for the period 28-10-85 to 16-8-89, which LCA was dismissed vide order dated 15-3-07.

12. The bank presents that Shri Chhabra was suspended third time, on 21-3-91. Suspension was revoked on 18-7-92 pending enquiry. On conclusion of the enquiry

punishment of stoppage of one increment with cumulative effect was awarded to him vide order dated 4-5-95. On account of punishment order referred above, he is not entitled to salary and other allowances, except subsistence allowance already paid to him. He was suspended again on 25-5-93, which suspension was revoked on 4-11-94 pending disciplinary enquiry. The enquiry was conducted and punishment of stoppage of two increments with cumulative effect was awarded to him, vide order dated 28-2-95. Period of suspension was treated not spent on duty. Hence he was not entitled to any other benefits other than subsistence allowance already paid to him. He was suspended again on 25-5-93, which suspension was revoked on 4-11-94 pending disciplinary enquiry. The enquiry was conducted and punishment of stoppage of two increments with cumulative effect was awarded to him, vide order dated 28-2-95. Period of suspension was treated not spent on duty. Hence he was not entitled to any other benefits other than subsistence allowance already paid to him. A claim has been made that the cause projected by Shri Chhabra is liable to be dismissed, being devoid of merits.

13. In view of the pleadings of the parties following issues were settled :

1. Whether without espousal by the union the present dispute does not fall within the ambit of industrial dispute?
2. Whether the workman is entitled for release of arrears of consequential benefits in view of his release of increment w.e.f. 25-5-95 ?
3. As in terms of reference?
4. Relief.

14. Claimant had tendered his affidavit Ex.WW1/A in support of his claim. He was cross examined at length on behalf of the management. Shri Ashwani Kumar Sharma tendered his affidavit Ex.MW1/A in support of defence of the bank. He was cross examined at length on behalf of the claimant. No other witness was examined by either of the parties.

15. Arguments were heard at the bar. Shri J.N.Kapoor, authorised representative, advanced arguments on behalf of the claimant. Shri Rajat Arora, authorised representative, raised his submissions on behalf of the bank. Written submissions were filed by the parties. I have given my careful considerations to the arguments advanced at the bar and cautiously perused the record. My findings on the above issues are as follows:

Issue No. 1

16. The bank agitates that the claimant cannot raise a claim without being espoused by a trade union or by any substantial number of workmen. Since the claimant had raised an individual dispute this Tribunal has no

jurisdiction to entertain it. To rebut the contention raised by the bank, the claimant project that since a dispute has been referred by the appropriate Government to this Tribunal for adjudication, this Tribunal is under an obligation to answer it on merits. It has been projected that this Tribunal cannot discard the matter on technicalities. However, the claimant opted to adduce no evidence on the issue that his dispute was espoused by a trade union or substantial number of workmen.

17. The appropriate Government, on being satisfied that an industrial dispute exists or is apprehended, may refer it to an Industrial Tribunal for adjudication, enacts clause (d) sub-section (I) of Section 10 of the Industrial Disputes Act, 1947 (in short the Act). Therefore, the appropriate Government has to satisfy that an industrial dispute exists or apprehended between the workmen and their employer. Consequently, definition of the word "industrial dispute" is to be appreciated. Clause (k) of Section 2 of the Act defines the word "industrial dispute" in the following manner.

"(k) industrial dispute means any dispute or difference between the employers and employers or between employers and workmen or between workmen and workmen, which is connected with the employment or non employment or the terms of employment or with the conditions of labour, of any persons".

18. The definition of the word "industrial dispute" referred above can be divided into four parts viz. (i) factum of dispute, (ii) parties to the dispute, viz (a) employers; and employers (b) employers and employees or (c) workmen and workmen; (3) subject matter of the dispute, which should be connected with (i) employment or non employment, or (ii) terms of employment, or (iii) conditions of labour of any person, and (iv) it should relate to an "industry".

19. The definition of the word "industrial dispute" is worded in wide terms and unless it is narrowed by the meaning given to the word "workman" it would seem to include all "employers", "all employments" and all "workmen" whatever nature of the scope of the employment may be. Therefore except in the case where there can be dispute between the employer and employers and workmen and workmen, one of the parties to an industrial dispute must be an employee or a class of employees. The first point, therefore, to be noted, perhaps self evident, is that the phrase "employer and workman, the plural may include singular on either side, or any permutation of singular, the masculine including the feminine. In order, therefore, to determine as to whether a controversy or difference or a dispute is an "industrial dispute" or not it must be determined whether the workman concerned or workmen sponsoring his case satisfy the conditions of clause (s) of Section 2 of the Act. Here in

the case, the Authority does not dispute that the claimant is a workman within the meaning of clause (s) of Section 2 of the Act.

20. In *Kyas Construction Company (Pvt.) Ltd. [1958 (2) LLJ 660]* Apex Court ruled that an industrial dispute need not be a dispute between the employer and his workman and that the definition of the expression "industrial dispute" is wide enough to cater a dispute raised by the employer's workman with regard to non employment of others, who may not be employed as workman at the relevant time. The Apex Court in *Bombay Union of Journalist [1961 (II) LLJ 436]* has observed that in each case in ascertaining whether an individual dispute has acquired the character of an industrial dispute, the test is whether at the date of reference, the dispute was adopted by the union of the workmen of the employer against whom, the dispute is raised by an individual workman or by an appreciable number of workmen. In order, therefore, to convert an individual dispute into an industrial dispute, it has to be established that it has been taken up by the union of employees of the establishment or by an appreciable number of the employees of the establishment. As far as union of the workmen of establishment itself is concerned, the problem of espousal by them generally presents little difficulty, since such workmen who are members of such unions generally have a continuity of interest with an individual employee who is one of their fellow workman. But difficulty arise when the cause of a workman, in a particular establishment is sponsored by a union which is not of the workmen of that establishment but is one of which membership is open to workmen of their establishment as well as in that industry. In such a case a union, which has only microscopic number of the workmen as its member, cannot sponsor any dispute arising between the workmen and the management. A representative character of the union has to be gathered from the strength of the actual number of co-workers sponsoring the dispute. The mere fact that a substantial number of workmen of the establishment in which the concerned workman was employee were also members of the union would not constitute sponsorship. It must be shown that they were connected together and arrived at an understanding by a resolution or by other means and collectively submitted the dispute.

21. The expression "industrial disputes" has been construed by the Apex Court to include individual disputes, because of the scheme of the Act. In *Raghù Nath Gopal Patvardhan (1957(1) LLJ 27)* the Apex Court ruled as to what dispute can be called as an industrial dispute. It was laid thereon that (1) a dispute between the employer and a single workman cannot be an industrial dispute, (2) it can not be per-se be an industrial dispute but may become if it is taken up by a trade union or a number of workmen. In *Dharampal Prem Chand (1965 (1) LLJ 668)* it was commanded by the Apex Court that a

dispute raised by a single workman cannot become an industrial dispute unless it is supported either by his union or in the absence of a union by substantial number of workmen. Same law was laid in the case of Indian Express Newspaper (Pvt.) Limited [1970 (1) LLJ 132]. However in Western India Match Company [1970 (II) LLJ 256], The Apex Court referred the precedent in Drona Kuchi Tea Estate's case [1958 (1) LLJ 500] and ruled that a dispute relating to "any person becomes a dispute where the person in respect of whom it is raised is one in whose employment, non employment, terms of employment or conditions of labour, the parties, dispute for a direct or substantial interest".

22. What a substantial or considerable number of workmen would be in a given case, depend on particular facts of the case. The fact that an "industrial dispute", is supported by other workmen will have to be established either in the form of a resolution of the union of which workman may be member or of the workmen themselves who support the dispute or in any other manner. From the mere fact that a general union, at whose instance an "industrial dispute" concerning an individual workman is referred for adjudication, has on its roll a few of the workmen of the establishment as its members, it cannot be inferred that the individual dispute has been converted into an "industrial dispute". The Tribunal has therefore, to consider the question as to how many of the fellow workman actually espoused the cause of the concerned workman by participating in the particular resolution of the union. In the absence of a such a determination by the Tribunal, it cannot be said that the individual dispute acquired the character of an industrial dispute and the Tribunal will not acquire jurisdiction to adjudicate upon the dispute. Nevertheless, in order to make a dispute an industrial dispute, it is not necessary that there should always be a resolution of substantial or appreciable number of workmen. What is necessary is that there should be some express or collective will of a substantial or an appreciable member of the workmen treating the cause of the individual workman as their own cause. Law to this effect was laid in P. Somasundrameran [1970 (1) LLJ 558].

23. It is not necessary that the sponsoring union is a registered trade union or a recognized trade union. Once it is shown that a body of substantial number of workmen either acting through a union or otherwise had sponsored the workman's cause, it is sufficient to convert it into an industrial dispute. In Pardeep Lamp Works [1970 (1) LLJ 507] complaints relating to dispute of ten workmen were filed before the Conciliation Officer by the individual workmen themselves. But their case was subsequently taken up by a new union formed by a large number of co-workmen, if not a majority of them. Since this union was not registered or recognized, the workmen elected five representatives to prosecute the cases of ten dismissed workmen. Thus cases of the dismissed workmen were

espoused by the new union, yet unregistered and unrecognized. The Apex Court held that the fact that these disputes were not taken up by a registered or recognized union does not mean that they were not "industrial dispute".

24. It is not expedient that same union should remain in-charge of that dispute till its adjudication. The dispute may be espoused by the workmen of an establishment, through a particular union for making such a dispute an "industrial dispute", while the workman may be represented before the Tribunal for the purpose of Section 36 of the Act by a member of executive or office bearer of altogether another union. The crux of the matter is that the dispute should be a dispute between the employer and his workmen. It is not necessary that the dispute must be espoused or conducted only by a registered trade union. Even if a trade union ceases to be registered trade union during the continuance of the adjudication proceedings that would not affect the maintainability of the order of reference. Law to this effect was laid by the High Court of Orissa in Gammon India Limited [1974 (II) LLJ 34]. For ascertaining as to whether an individual dispute has acquired character of an individual dispute, the test is whether on the date of the reference the dispute was taken up as supported by the union of the workmen of the employer against whom the dispute is raised by the individual workman or by an appreciable number of the workmen. In other words, the validity of the reference of an industrial dispute must be judged on the facts as they stood on the date of the reference and not necessarily on the date when the cause occurs. Reference can be made to a precedent in Western India Match Co. Ltd. [1970 (II) LLJ 256].

25. Industrial law makes it clear that an individual dispute would not be an industrial dispute. For acquiring status of an industrial dispute, an individual dispute should be taken up by a trade union or a substantial number of workmen of the establishment. Reference can be made to the Precedent in Raghu Nath Gopal Patvardhan [1957 (1) LLJ 27] and Shri Ram Tiwari (1979 Lab. I.C. 513). This decision of law created hardship for an individual workman who were discharged, dismissed, retrenched or whose services were otherwise terminated when they could not find support by a union or any appreciable number of workman to espouse their cause. Section 2-A of the Act was engrafted by the Legislature and it has to be read as an extension of the definition of "industrial dispute" as contained in clause (k) of Section 2 of the Act. Provisions of Section 2-A of the Act do away with the requirement of espousal of an individual dispute for converting it into an industrial dispute in cases where the dispute arises out of (i) discharge (ii) dismissal (iii) retrenchment, or (iv) otherwise termination of service of an individual workman. By introducing the legal fiction that the dispute of an individual workman connected with

or arising out of his discharge, dismissal, retrenchment or otherwise termination of his services by his employer will constitute an industrial dispute notwithstanding that no other workman nor any union of workmen is a party to the dispute, the definition of word "industrial dispute" has been enlarged. After enactment of Section 2(A) of the Act it is not necessary that a dispute relating to discharge, dismissal, retrenchment or otherwise termination of services of a workman must be sponsored by a trade union or a substantial number of workmen. In other words, even if it is not sponsored by a trade union or substantial number of workmen such a dispute will be deemed to be an industrial dispute. Therefore, such a dispute can either is so fact to be deemed to be an industrial dispute on a demand made by the workman himself or by espousal of the dispute by a trade union or a body of workmen.

26. Now I would turn to the facts of the present controversy to assess as to whether the dispute is an individual dispute or an industrial dispute. In his affidavit Ex.WW1/A the claimant draws a blank on the issue that his dispute was adopted by a union of the workmen of the bank. He had also not put forward a case that his claim was espoused by a substantial number of workmen. It is not a case relating to discharge, dismissal, retrenchment or otherwise termination of services of the claimant. Therefore, it is evident that no evidence worth name was projected by the claimant to show that his dispute was espoused by a recognized trade union of the establishment of the bank or by a substantial number of workmen. It is not a case which acquires a character of an industrial dispute by use of legal fiction enacted in Section 2-A of the Act. Therefore, it is evident that the dispute projected by the claimant before the Conciliation Officer had not acquired a character of an industrial dispute, without being espoused by a recognized union of the establishment of the bank or substantial number of workmen. Individual dispute raised by the claimant can not be referred for adjudication. Consequently it is concluded that an individual dispute was referred by the appropriate Government to this Tribunal for adjudication. Issue is, therefore, answered in favour of the bank and against the claimant.

Issue No.2, 3 and 4.

27. For referring an industrial dispute to adjudication, the appropriate Government should satisfy itself, on the facts and circumstances brought to its notice, in its subjective opinion that an industrial dispute exists or is apprehended. The factual existence of a dispute or its apprehension and expediency of making a reference are matters entirely for the Government to decide. An order making a reference is an administrative act and the fact that the Government has to form an opinion as to the factual existence of an industrial dispute as a preliminary step to the discharge of its function does not take it out of

administrative function of the Government. The adequacy or sufficiency of material on which opinion was formed is beyond the pale of judicial scrutiny.

28. However the appropriate Government has no jurisdiction to refer an individual dispute for adjudication. Since an individual dispute was referred, this Tribunal has no jurisdiction to entertain it. Accordingly the Tribunal refrains its hands from adjudication of this individual dispute for which the appropriate Government was not competent to make a reference. Reference order is answered, accordingly. Award passed, in terms of above reasons, be sent to appropriate Government for publication.

Dr. R.K.YADAV, Presiding Officer

Dated: 30-11-2010

नई दिल्ली, 31 जनवरी, 2011

का.आ. 615.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सेन्ट्रल बैंक ऑफ इंडिया के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय-II, चंडीगढ़ के पंचाट(संदर्भ संख्या 12/2009) को प्रकाशित करती है, जो केन्द्रीय सरकार को 24-1-2011 को प्राप्त हुआ था।

[सं. एल-12011/54/2009-आईआर (बी-II)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 31st January, 2011

S.O. 615.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 12/2k 9) of the Central Government Industrial Tribunal-cum-Labour Court-II, Chandigarh now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Central Bank of India and their workmen, which was received by the Central Government on 24-1-2011.

[No. L-12011/54/2009-IR(B-II)]

RAMESH SINGH, Desk Officer

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II CHANDIGARH

Present : Sri A. K. Rastogi, Presiding Officer

Case No. I. D. No. 12/2K9

Registered on 22-10-2009

The President, Central Bank of India Employees Union, Haryana, 129 Lal Kurti, Ambala Cantt. (Haryana)

...Applicant

statement of claim, whereas the management filed their written statement.

3. According to the pleadings made by the workman in his statement of claim, he has studied upto Class-X and he was appointed as a peon and posted in Murtizapur Branch of Bank of Baroda with effect from 1-1-1999 and worked continuously till 28-5-2002 and his service record during the said period was clean and excellent and though he was in continuous service, the Branch Manager, Murtizapur Branch was showing him as temporary employee on daily wages basis and also showing technical break of only one day, during his service period, with malafide intention and to deprive him the benefits and privileges of a permanent employee and in February, 2002, he raised objection about the same and made representation on 12-2-2002 for issuance of an experience certificate in his favour to the management and when he pressed his demand for issuance of the service certificate, on 28-5-2002, he was informed by the Branch Manager, Shri Lawade about termination of his service for a short period of two months with the assurance of reinstatement in service thereafter but thereafter, he was not allowed to resume his duties in spite of his repeated approach to the Branch Manager and his service was terminated on 28-5-2002 by an oral order, even though he had already completed more than 240 days of continuous service in the preceding 12 months of 28-5-2002 and his service was terminated without following the due procedure of law and without following the principles of natural justice and at the time of termination of his service, the rule of seniority was not followed and neither one month notice nor one month of pay in lieu of the notice was given to him and he was also not paid the retrenchment compensation prior to his termination and the requirements of Section 25-F and 25-H of the Act were not complied with and after termination of his service, the Bank engaged one Shri Ramdas Vinchurkar aged about 50 years and during his service period, wages had been paid to him in the name of Shri Vinchurkar on several occasions and he was getting a meager amount of Rs. 55 per day towards his wages at the time of termination of his service but the mode of payment of salary was on monthly basis and as he was not allowed to resume his duties he approached the Asstt. Labour Commissioner (C), Nagpur for redressal of his grievances and as the conciliation failed, the matter was reported by the ALC to the Central Government. The workman has prayed to quash and set aside the oral termination order dated 28-5-2002 and to reinstate him in the post of Peon with full back wages and continuity of service and all other consequential benefits.

4. In the written statement, the management has raised the preliminary objection regarding the reference stating that the reference is bad in law as the petitioner had not entered the employment of the Bank and as such, the reference suffers from material infirmity and is therefore

vitiated on that count only and the petitioner by concealing the material facts before the ALC (C) as well as before this Tribunal has attempted to believe the authorities that he was in the regular service of the Bank. It is also pleaded by the Bank that the petitioner was not appointed in any post at any point of time at Murtizapur Branch of Bank of Baroda and he was engaged only during leave vacancy of Sweeper during the year 1999 and his, engagement was intermittently, purely on temporary basis during the absence of the regular Sweeper and his engagement was only for 19 days in all and the claim of the petitioner that he had completed 240 days of continuous service in preceding 12 months is totally incorrect and as such, his claim for appointment is unjustified and after 15-9-1999, the petitioner was not engaged in Murtizapur Branch and hence there is no question of alleged discontinuance of his service and the petitioner was accordingly paid on daily wages basis, as his appointment was not on regular basis, and as such, there was no necessity to follow the procedure of retrenchment and there was no question of giving notice of termination or retrenchment compensation and all other allegations made by the petitioner are false and he is not entitled for any relief.

5. To prove their respective stands, parties were allowed to lead evidence. The workman besides examining himself, examined one Shri Sashikant G. Kulkarni, a retired Bank employee of Bank of Baroda in support of his case. The management examined Shri B. Priyakumar, Manager HRM at Regional Office of Bank of Baroda as a witness and also relied on documents Exts. M-IV to M-XI.

The workman in his examination-in-chief, which is on affidavit has reiterated the facts as mentioned in the statement of claim and in the rejoinder. However, in his cross-examination, he has stated that there was a publication calling application for the post of Peon of the Bank but he does not know the name of the news paper, in which the advertisement was published and he has not filed the said news paper and he also cannot assign any reason as to why he did not mention the fact of publication of advertisement for the post of Peon either in his statement of claim or in his examination-in-chief given on affidavit. The workman has also further stated that his name was sponsored by the Employment Exchange and he was interviewed but he cannot assign any reason as to why he has not mentioned about the said facts in the statement of claim or in his affidavit. The workman has further stated that Shri Nandgaonkar and Shri Lonare were working in the Bank, who were regularly appointed by it and he was paid Rs.1500 monthly and Bank did not issue any order appointing him specifying his salary and he used to sign the voucher as and when payment was made. This witness has also admitted the eleven vouchers shown to him of having his signatures. The eleven vouchers have been exhibited and marked as Ext. M-IV, through the petitioner

by the management. The workman has denied the suggestions given by the management that he had worked only for 19 days in the Bank during the leave vacancy of anyone of the two regular Peons.

One Shri Sashikant G. Kulkarni, a retired Bank Clerk of Bank of Baroda has been examined as the witness No.2 on behalf of the workman. The said witness has stated that he was working in Bank of Baroda from 1967 to 2001 and the workman, Sachidananda Khase was working as a Peon in Murtizapur Branch during his tenure and he was working from 1999 and sometimes he was working on daily wages and sometimes on leave vacancy and when he (witness) took voluntary retirement, Khase was working, but he cannot say upto when, Khase worked and Mr. Lawade was the Branch Manager at that time and Khase was given work when Lonare and Nandgaonkar were also on duty and Lonare and Nandgaonkar opted for voluntary retirement in 2001 and the Bank has engaged some local persons in place of Lonare and Nandgaonkar, and Vijay Singh Thakur, who was earlier working as daily wager was made permanent and he was working as a Peon. In his cross-examination, this witness has admitted that the name of Shri S. R. Khase was not sponsored by the Employment Exchange and he had not applied in accordance with advertisement for the post and he does not know if Khase was interviewed and he does not know the qualification required for Class-IV post and what was the qualification of Khase. He had admitted that Shri Lonare and Nandgaonkar were the regular employees of the Bank and the entries in the muster roll filed by the Bank are proper and correct. It is also necessary to mention there this witness has stated that he cannot say if Shri Khase worked for 19 days in leave vacancy of Lonare and Nandgaonkar as reflected in the muster roll and if appointment letter was issued to the petitioner.

6. On the other hand, the management witness has stated that the workman was engaged in Murtizapur Branch only during the leave vacancy of Sweeper in the year 1999 and he worked for 19 days in total purely on temporary daily wages basis and he had not completed 240 days of continuous service and after 15-9-1999, the petitioner was not engaged in the Bank and he was not appointed by any competent authority and as per the statutory rules and regulations. Such assertion of the management witness has not been challenged in the cross-examination.

7. At the time of argument, it was submitted by the learned advocate for the workman that the workman was appointed on 1-1-1999 in Bank of Baroda and worked in Murtizapur Branch till 28-5-2002 continuously without any break, but the Manager of the Branch had shown him as temporary employee on daily wages basis and also showing technical gaps of only one day during the service tenure, only to deprive him the benefits and privilege of permanency and on 28-5-2002, the Branch Manager, Shri

Lawade informed the workman about termination of his service for a period of two months with the assurance of his reinstatement after the said period, but, thereafter the workman was never allowed to resume duty and the workman had already completed more than 240 days of continuous service in the preceding 12 months of 28-5-2002 but his service was terminated without following the due procedure of law and without observing the principles of natural justice and at the time of termination of service, the rules of seniority was not followed and the workman was neither given any notice nor any payment was made in lieu of the notice nor any retrenchment compensation was given and thus the oral termination is illegal and deserved to be set aside. It was also submitted that the workman had asked the Bank to produce muster-cum-attendance register, details of payment made to the petitioner, name and details about sanction of leave of regular Sweeper and service book of regular Sweeper but the Bank avoided to file the original documents. The learned advocate for the workman also made reference to certain provisions of the service conditions of the Bank and submitted that at the time of the appointment of the workman in service and so also at the time of the termination of service, the same were not followed by the management and as such, the workman is entitled for reinstatement in service.

8. On the other hand, the learned advocate for the Bank submitted that the workman was never in the regular employment of the Bank and he had worked for only 19 days in total in the year 1999 and his such engagement was also not continuous and the contention of the workman that he had completed 240 days of continuous service in preceding 12 months is totally incorrect and as after 15-9-1999, the workman was not engaged, there was no question of the alleged discontinuance of his service and as the workman had not completed 240 days of continuous service, there was no question of giving him any notice or to make payment of one month salary in lieu of notice or retrenchment compensation and the engagement of the workman was purely temporary basis without following the laid down procedure of the Bank and as such, there is no question of employment of the workman in the Bank and the petition filed by the workman for production of documents was rejected by the Tribunal on 4-5-2006, so there is no ground for drawing any adverse interference against the Bank and the two circulars filed by the workman after closure of evidence are not applicable to the case of the workman and the case at hand has to be decided as per the principles enunciated by the Hon'ble Apex Court reported in 2006 (4) scale - 197 (Secretary, State of Karnataka Vs Umadevi) and as such, the petitioner is not entitled to reinstatement in service or back wages or any other relief. In support of such contentions, the learned advocate for the Bank relied on the decisions reported in 2003 (3) SCC- 483 (Dr. Chanchal Goyal Vs. State of

Rajasthan), (2004) 7 SCC - 112 (Umarani Vs. Registrar, Cooperative Societies and others), 2006 (6) Scale - 107 (State Bank of Bikaner & Jaipur Vs. Om Prakash Sharma), 2006 (6) scale - 101 (National Fertilizers Ltd. Vs. Somvir Singh), 2006(6) scale - 197 (Secretary, State of Karnataka Vs. Umadevi) and 14 other cases. Keeping in mind the submissions made by the learned advocates for the parties and the principle enunciated by the Hon'ble Apex Court and other Hon'ble Courts in the decisions on which reliance has been placed by the Bank, the present case at hand is to be decided.

9. In this case, though the workman has claimed that after acquiring required educational qualification he came to be appointed with Party No.1(b) bank at Murtizapur, on the post of Peon with effect from 1-1-1999 in the statement of claim and so also in his affidavit, he has neither mentioned as to the manner of his appointment nor as to who appointed him. It is also necessary to mention here that the workman has not filed any document showing his appointment as a Peon on 1-1-1999. The workman has also not filed any document in support of his claim that he worked continuously from 1-1-1999 to 28-5-2002 with the Bank. Even though, he has claimed that on 12-2-2002, he made representation to the Bank Authority for issuance of experience certificate, no document has been filed by him to show that such a representation was submitted by him and the same was received by the Bank.

So far the oral evidence is concerned, no reliance can be placed either on the evidence of the workman or on the evidence of the other witness examined on his behalf, as their evidence is quite inconsistent and contradictory to each other. It is clear from the cross-examination of the workman that he has tried to make improvement of his case by saying that there was advertisement in the newspaper regarding appointment of Peon in the Bank and his name was sponsored by the Employment Exchange and he was interviewed. As such facts have not been pleaded which have been admitted by him in the cross-examination, such statements cannot be taken into consideration. According to his own claim, the workman was being paid Rs.55 per day as his wages. It is also the claim of the workman that he was regularly and continuously working in the Bank though the Manager was showing technical break. However, in his cross-examination, he has stated that he was getting Rs.1500 per month. If, according to his own claim, he was getting Rs.55 per day, then his monthly wages should have been at least Rs.1650 and not Rs.1500 as told by him. Moreover, when the workman had been confronted with the vouchers under which, he had been paid his wages, he admitted to have signed the said vouchers. The said vouchers, Ex.M-4 show that the workman worked only for 19 days in the year 1999 and out of the same on most of the days, he was being paid at the

rate of Rs.40 per day and at the rate of Rs.55 per day only for three or four days.

Though the witness No.2 for the workman has stated that the workman was working in the Bank at Murtizapur from 1999, he has not stated that the workman was appointed as a Peon on 1-1-1999 and worked till 28-5-2002. Rather, he has stated that the workman was working sometimes on daily wages basis and sometimes on leave vacancy and he cannot say upto when the workman was working. This witness did not deny the suggestion given by the Bank that the workman worked for only 19 days in leave vacancy of Lonare and Nandgaonkar as reflected in the Muster Roll but has answered that he cannot say about the same, which clearly goes to show that this witness has no knowledge as to for how many days, the workman worked in the Bank. As already mentioned, this witness has also stated that the name of the workman was not sponsored by the Employment Exchange and there was no advertisement for appointment of Peon in the Bank. It is clear from the evidence adduced from the side of the workman that the workman has not been able to show that he worked continuously from 1-1-1999 to 28-5-2002 or that he had completed 240 days of work preceding 12 months of 28-5-2002.

On the other hand from the virtually unchallenged evidence of the witness of the management coupled with Exts.M-4 and M-5, it is clear that the workman only worked for 19 days in the Bank.

As the workman failed to show that he had completed 240 days of work preceding 12 months of 28-5-2002, there is no question of giving him any notice or to make payment in lieu of the notice or retrenchment compensation.

There is also no evidence on record that anybody else was also working in the Bank with the workman on daily wages basis and the said workman was junior to the present workman and the Bank retained the junior workman and disengaged the present workman and as such, I do not find any force in the contention that while terminating the service of the workman, the rule of seniority was not followed.

10. So far the two circulars filed by the workman are concerned, on perusal of the same, it is found that the same are not applicable at all to his case. The first circular is dated 24-3-2008, under which the memorandum of settlement dated 18-3-2008 was circulated to all the Branches of the Bank. In this case, the workman has claimed that he was working in the Bank from 1-1-1999 to 28-5-2002. According to the above mentioned settlement, casual/temporary sweeper/peon who have worked for 240 days or more in consecutive twelve months between 1-3-1996 and 28-7-1987 and are still working will be absorbed in phase-III during the financial year 2009-2010. In this case, it is already held that the workman did not

complete 240 days of work preceding 12 month of 28-5-2002 and moreover he was also not working with the Bank when the memorandum of settlement was executed and as such, the said settlement is of no use as far it is concerned for the workman.

The other circular dated 6-8-2005 is regarding payment of wages in terms of Eight Bipartite Settlement and according to the said circular, wages in terms of Eight Bipartite Settlement was to be paid to the temporary peons/sweepers etc. engaged against clear sanctioned vacancies continuously, from 2nd June, 2005. As the workman was not working on 2nd June, 2005 or thereafter, the said circular is also of no avail to him.

11. It is clear from the evidence on record that the workman had not completed 240 days of service. In view of the matter, the provisions of Section 25-F of the Industrial Disputes Act, 1947 was not required to be complied with. Hence it is ordered:

ORDER

The action of the management of Bank of India, through its Regional Manager, Nagpur in terminating the services of Shri S.R.Khase w.e.f. 7-5-2002 orally, is proper, legal and justified and the workman is not entitled to any relief.

J. P. CHAND, Presiding Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2, MUMBAI

PRESENT

K. B. Katake, Presiding Officer

Reference No. CGIT-2/12 of 2007

Employers in Relation to The Management of Jawaharlal Nehru Port Trust

The Chairman

Jawaharlal Nehru Port Trust

Administrative Building

Sheva, Tal. Uran

Navi Mumbai- 400 707

And

Their Workmen

The General Secretary

Raigad Shramik Aekata Sangh

Khetkari Kamgar Paksha Karyalaya

Plot No. 228/1, Savali Society

Opp. Rupali Talkies

Talukar Panvel

Raigad (MS) 410 206

APPEARANCES:

ORDER

Reference stands rejected.

Date: 15-12-2010

K. B. KATAKE, Presiding Officer

नई दिल्ली, 31 जनवरी, 2011

का.आ. 618.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सेन्ट्रल बैंक ऑफ इंडिया के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकारण/क्रम न्यायालय, लखनऊ के पंचाट (संदर्भ संख्या 37/2008) को प्रकाशित करती है, जो केन्द्रीय सरकार को 24-1-2011 को प्राप्त हुआ था।

[सं. एल-12012/29/2008-आईआर (बी 2)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 31st January, 2011

S.O. 618.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 37/2008) of the Central Government Industrial Tribunal/Labour Court, Lucknow now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Central Bank of India and their workmen, which was received by the Central Government on 24-1-2011.

[No. L-12012/29/2008-IR (B-II)]

AWARD

29-12-2010.

1. By order No. L-12012/29/2008-IR(B-II) dated: 18-06-2008 the Central Government in the Ministry of Labour, New Delhi in exercise of powers conferred by clause (d) of sub section (1) and sub section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) referred this industrial dispute between Shri Dinesh Kumar, S/o Sh. Ram Lal, R/o Village - Devinpurwa, Post-Bahar, Distt. - Hardoi and the Regional Manager, Central Bank of India, 88 B, Civil Lines, Sita Kiran Hotel Building, Bareilly (U.P.) for adjudication.

2. The reference under adjudication is:

“Whether the action of the management of Central Bank of India, Bareilly & Hardoi in terminating the services of Shri Dinesh Kumar, temporary peon w.e.f. 29-4-2006 is legal and justified. If not, to what relief the concerned workman is entitled ?”

3. The case of the workman, Dinesh Kumar, in brief, is that he was appointed by the Manager of the Bank as temporary peon in November, 2002 and was paid accordingly @ Rs. 30 per day on payment vouchers, made in different names. The workman has alleged that though he performed the duties of temporary Peon for more than 240 days in a calendar year, still his services has been terminated by the management in June, 2006 without assigning any reason or notice or notice pay in lieu thereof in violation of Section 25 F of the Industrial Disputes Act, 1947. He has further alleged that after terminating his services the management has appointed another person

6. The workman has filed documents in support of his claim whereas the opposite party did not file any. The workman was afforded opportunity to substantiate its case by way of evidence and accordingly, he was called upon to extend his oral evidence; but he failed to avail the same even lapse of several dates i.e. on 11-8-2009 & 27-10-2009, which lead to proceed the case ex-parte against him on 27-1-2009 presuming that the workman does not intend to produce any evidence; and next date i.e. 12-01-2010 was fixed for opposite party's evidence. The management filed its evidence in form of affidavit and the workman was called upon to cross-examine the management's witness on 8-7-2010. But the workman again remained absent on 8-7-2010, 26-8-2010 and 6-10-2010 and accordingly, the opportunity to cross-examine the management's witness was closed, fixing 26-11-2010 for arguments. The workman again remained absent on 26-11-2010 and 29-12-2010; and accordingly, the case was reserved for award after hearing representative of the opposite party.

7. Heard, the representative of the opposite party and scanned entire evidence on record.

8. It is the case of the workman that he was appointed by the Branch Manager on the post of temporary Peon in November, 2002 and he worked as such till his services has been terminated by the opposite party on 29-04-2006 in violation of Section 25 F, without any notice or notice pay in lieu thereof; as he has worked for more than 240 days in every calendar year.

9. Per contra, the management of the bank has denied the claim of the workman out rightly and has submitted that the workman has never been appointed by the Branch Manager in any capacity, in as much as the Branch Manager has no authority to appointment any person. Moreover the services of the workman have been availed by the bank on few occasions as and when required and for that he was paid at daily rates. Accordingly, there arise no question of either his termination nor of violation of any of the provisions of I.D. Act.

10. In 2006 (108) FLR R.M. Yellatti & Asstt. Executive Engineer

Hon'ble Apex Court has observed that:

“However, applying general principles and on reading the aforeslated judgments we find that this Court has repeatedly taken the view that the burden of proof is on the claimant to show that he had worked 240 days in a given year. This burden is discharged only upon the workman stepping in the witness box. This burden is discharged upon the workman adducing cogent evidence, both oral and documentary.”

11. Thus, it is well settled position of law that if a party challenges the legality of an order, the burden lies upon him to prove illegality of the action of the management and if no evidence is produced the party invoking jurisdiction of the Court must fail. In the instant case the burden was on the workman's union to prove that the action of the management of Central Bank of India in terminating the services of the workman was illegal and unjustified. Apart from filing statement of claim the workman did not adduce any oral evidence in support of his case nor has he turned up to cross-examine the management's witness nor to forward his arguments either oral or written. Thus, the workman has failed to discharge the burden that lay upon him and has failed to prove that he has worked 240 days and the action of the management of the Bank in terminating his services w.e.f. 29-4-2006 was illegal and unjustified.

12. On the other hand the management by way of its oral evidence, on oath, has well proved that the workman was never appointed by the Branch Manager; rather he was engaged as part timer @ Rs. 30 per day. It has also proved that the workman never worked for 240 days in any calendar year, therefore, in event of non-appointment by any Competent Authority, there arise no question of termination of services of the workman at any point of time.

13. Thus, in view of the above discussions, the workman has failed to establish that he was appointed as temporary Peon by the Bank management and he completed 240 days in each calendar year of his employment; and his further that his services were terminated by the management in violation of the Section 25 F of the I.D. Act; whereas the management has able to prove that the workman has never been appointed by the Competent Authority of the Bank at any point of time in any capacity, instead he was engaged as daily rated labourer as and when required.

14. Accordingly, I come to the conclusion that the action of the management of Central Bank of India in terminating the services of the workman is neither illegal nor unjustified. Hence, the workman is not entitled to any relief.

15. The reference under adjudication is answered accordingly.

16. Award as above.

LUCKNOW.
29-12-2010.

Dr. MANJU NIGAM, Presiding Officer

नई दिल्ली, 31 जनवरी, 2011

का.आ. 619.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार युनाइटेड बैंक ऑफ इंडिया के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, कोलकाता के पंचाट (संदर्भ संख्या 03/2008) को प्रकाशित करती है, जो केन्द्रीय सरकार को 24-1-2011 को प्राप्त हुआ था।

[सं. एल-12011/106/2007-आई आर (बी- II)]
रमेश सिंह, डेस्क अधिकारी

New Delhi, the 31st January, 2011

S.O. 619.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 03/2008) of the Central Government Industrial Tribunal-cum-Labour Court, Kolkata now as shown in the Annexure in the industrial dispute between the employers in relation to the management of United Bank of India and their workmen, which was received by the Central Government on 24-1-2011.

[No. L-12011/106/2007-IR (B-II)]
RAMESH SINGH, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT KOLKATA

REFERENCE No. 03/2008

PARTIES: Employers in relation to the management of United Bank of India

AND

Their workmen

PRESENT: Mr. Justice Manik Mohan Sarkar, Presiding officer

APPEARANCE:

On behalf of the : Mr. Mahesh Prasad Mishra,
Management Probationary Manager of Disciplinary
 & Industrial Relations Division of the
 Bank.

On behalf of the : None

Workmen

State: West Bengal

Industry: Banking

Dated: 10th January, 2011

AWARD

By Order No. 12011/106/2007-IR (B-II) dated 8-1-2008 the Government of India, Ministry of Labour in exercise of its powers under Section 10 (1) (d) and (2A) of the Industrial

Disputes Act, 1947 referred the following dispute to this Tribunal for adjudication:

“Whether the action of the management of United Bank of India, Nodal Office, Barasat, Distt. 24 Parganas (North) in issuing 101 transfer and posting orders of Computer Operators on 10-4-2007 in violation of Bank’s own Circular No. PA (AS)/GA/OM-151/04 dated 11-6-2004 is justified ? If not, what relief the concerned workmen are entitled to?”

2. On being called today, Mr. Mahesh Prasad Mishra, Probationary Manager of Disciplinary & Industrial Relations Division of the Bank is present on behalf of the management. None is present on behalf of the workmen.

3. It is found from the record that notice was issued to the workmen union on 7-7-2010 and acknowledgment card received in the record shows that the notice was duly served on the said workmen union on 9-7-2010. Thereafter dates passed in the present reference numbering five, but none made any appearance on those occasions from the workmen side, nor any intimation has been given in writing for the cause of their absence.

4. In such circumstances, it is presumed that the industrial dispute raised in the schedule of the order of reference is not persisting at present and for that reason, may be the workmen union is not interested to appear in the present reference. So, presuming existence of no industrial dispute, present reference is disposed of. An Award is passed accordingly.

Dated, Kolkata,
10th January, 2011

JUSTICE MANIK MOHAN SARKAR, Presiding Officer

नई दिल्ली, 31 जनवरी, 2011

का.आ. 620.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैंक ऑफ इंडिया के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय-II, चंडीगढ़ के पंचाट (संदर्भ संख्या 771/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 24-01-2011 को प्राप्त हुआ था।

[सं. एल-12012/157/2004-आई आर(बी- II)]
रमेश सिंह, डेस्क अधिकारी

New Delhi, the 31st January, 2011

S.O. 620.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 771/2005) of the Central Government Industrial Tribunal-cum-Labour Court-II, Chandigarh now as shown in the Annexure in the industrial dispute between the employers in relation to the management of Bank of India and their

workman, which was received by the Central Government on 24-1-2011.

[No. L-12012/157/2004-IR (B-II)]

RAMESH SINGH, Desk Officer

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II CHANDIGARH

PRESENT: Sri. A. K. RASTOGI, Presiding Officer

Case No. I. D. 771/2005

Registered on 5-9-2005

Smt. Surinder Kaur W/o Sh. Harjit Singh Vohra C/o Sh. Ranjeet Singh Kaushal, H. No. 1219, Sector 44-B, Chandigarh.

... Applicant

Versus

The Zonal Manager, Bank of India, Ludhiana Zone, 579-R, Model Town, Ludhiana- 141001

... Respondent

APPEARANCES

For the Workman Sh. D. R. Kaith, Advocate

For the Management Sh. Ranjan Lohan, Advocate

AWARD

Passed on 3 January, 2011

Central Government vide Notification No. L -12012/157/2004-IR (B-II) dated 9-11-2004 by exercising its powers under Section 10 Sub-section (1) Clause (d) and Sub-section 2 (A) of the Industrial Disputes Act, 1947 (hereinafter referred to as Act) has referred the following industrial dispute for adjudication to this Tribunal:—

“Whether the action of the management of Zonal Manager, Bank of India, Ludhiana Zone, Ludhiana to dismiss the service of Smt. Surinder Kaur from the Bhullar Branch of the Bank w.e.f. 25-4-2003 on the allegation of removing one DD Leaf and issue the same with her own signature for financial benefit of Rs. 36000 is illegal and unjustified? If so, what relief the concerned workman is entitled to and from which date?”

The workman was dismissed on the charge that on 18-01-2003 working on Demand Draft seat in Sitogunno Branch of the Bank she fraudulently removed one DD Leaf No. 829738 from the DD Book and used that leaf as DD for Rs. 36000 in favour of one Kewal Krishan son of Haveli Ram with her own signature to get financial benefit from said Kewal Krishan. As per charge-sheet dated 5-03-2003

this act of the workman amounts to gross negligence in discharge of her duties constituting an act of gross misconduct in terms of Clause 5(J) in Memorandum of Settlement dated 10-04-2002. Her appeal also failed.

The workman has raised an industrial dispute by stating that in connection of the marriage of her son she had borrowed money from friends and relatives. Kewal Krishan; in whose favour the DD was issued, was one of the moneylenders and he was insisting for some security for the amount lent by him. To save her honour, in a hurry, the workman gave a cheque on a DD Leaf, instead from her Check book, of her OD Account No. 19. It was payable at Sitogunno Branch. She had not used the DD Leaf as Demand Draft and nor it could have been used as such; because Demand Draft cannot be issued on the same branch and is issued to some other branch and it is signed by an authorized signatory with his code Number and an advice is sent to the Branch where the money is to be paid. She issued DD Leaf instead of cheque but did not intend to cause any financial loss to the bank. The said Kewal Krishan, however, presented the check on DD Leaf at Sitogunno branch but the same was returned by the bank as it was not a valid negotiable instrument. On 02-02-2003 the workman was called by the Assistant Manager (Administration) and was asked about the DD Leaf. The workman admitted her mistake and on being forced by the Assistant Manager (Administration) she admitted in writing also to have taken away the DD Leaf. The Assistant Manager (Administration) reported the matter to Zonal Office and the workman was served with a Suspension Order and subsequently with a Chargesheet dated 05-03-2003. A Departmental enquiry was followed but the Enquiry Officer without affording any opportunity to the workman to present her case through defence representative concluded the proceedings in very first sitting in a one sided and prejudicial manner. The claimant was made to sign the enquiry report on a promise of taking a lenient view. The disciplinary authority did not provide her an opportunity of personal hearing and passed the punishment order. The workman had prayed for her reinstatement, continuity of service and full back wages.

The claim was contested by the respondent management. It has been alleged in the written statement that in the preliminary hearing on 21-03- 2003 and subsequently during personal hearing on 22-04-2003 the workman admitted her guilt without any pressure, coercion and promise etc. After the admission of the guilt by the workman in preliminary hearing, the Enquiry Officer was left with no option but to submit his report that the charge-allegations against the workman is proved. A fair and just departmental enquiry was held in the matter as per principles of natural justice and the disciplinary authority, after giving the personal hearing to workman, passed the punishment order. The personal hearing had been attended by the workman as well as by her defence representative. It

is further alleged that earlier on one occasion she had been warned for issuing cheque without keeping sufficient amount in her account and on another occasion for her unauthorized absence exceeding 30 days, the punishment of bringing down her basic pay to one lower stage in the time scale had been given and she was given several opportunities to make amendments in her work, conduct and attendance but she failed to improve her conduct.

In her evidence the workman filed her own affidavit and the management filed the affidavit of P.J.S. Walia, Senior Manager, Zonal Office, Ludhiana. The management also filed certain documents by way of Annexures to its written statement.

On the pleadings of the parties the following issue arises for consideration:-

1. Whether the enquiry was conducted according to the principle of natural justice and was fair? If not, its effect?
2. Whether the alleged act on the part of the workman amounts to gross misconduct? If it does not, its effect?
3. Whether the action of the management to dismiss the service of workman on the said charge is legal and justified?
4. To what relief, if any, the workman is entitled?

I have heard the learned counsel for the parties and have gone through the material on record as well as the written arguments of the parties.

Issue No. 1

According to the management the truth of the charges levelled against the workman was enquired into in a full-fledged departmental enquiry. The charge against her was explained to her in a language understood by her and she had pleaded guilty to the charge without any pressure coercion or promise. The Enquiry Officer, therefore, reported a finding of guilty. The disciplinary authority proposed a punishment of dismissal without notice and issued a Show Cause punishment notice to the workman. An opportunity of personal hearing was provided to the workman. She had attended the personal hearing along with her defence representative and the punishment order was passed by the disciplinary authority after that hearing. According to the management counsel the punishment was ordered after a fair and just enquiry held according to the principle of natural justice.

The learned counsel for the workman however, has disputed the arguments of the management that the enquiry was conducted in a fair and impartial manner and according to the principle of natural justice. It was pointed out by the learned counsel for workman that while servicing the charge-sheet on the workman, she was not called upon

to explain it and Enquiry Officer was simultaneously appointed to enquire into the charge. He argued that in service jurisprudence the authority has to apply his mind upon receipt of reply to the charge-sheet or show cause, as the case may be, as to whether a further enquiry is called for. In the event upon deliberations and due considerations it is the affirmative the enquiry follows, but not otherwise. The appointment of the Enquiry Officer simultaneously with the issuance of the charge-sheet indicate the mindset of the disciplinary authority that the enquiry shall proceed irrespective of the reply and it cannot be said that the attitude of the authorities towards delinquent was free and fair. In support of his arguments the learned counsel of workman relied on the judgment of the Hon'ble Supreme Court in State of Punjab Versus B.K. Khanna AIR 2001 SC 343.

A perusal of the charge-sheet Annexure M-1 of the written statement shows that the workman was not provided any opportunity to explain the charge or allegation levelled against her. Further the charge-sheet is dated 5-03-2003 and from the enquiry findings Annexure M-2 of the written statement it is clear that on the same date the disciplinary authority appointed the Enquiry Officer to enquire into the charges framed against her. It shows the biased attitude of the disciplinary authority and is indicative of his mindset that in any case the enquiry shall proceed. I agree with the learned counsel for the workman that the attitude of the disciplinary authority was not fair towards the workman and it vitiates the enquiry proceedings held against the workman. It was against the principles of natural justice not to give the workman an opportunity to put her case regarding the charge levelled against her. In State of Punjab Versus B. K. Khanna (supra), the Chief Minister had made an announcement appointing any Enquiry Officer to go into the charges even before reply was filed by the delinquent Chief Secretary to the charge-sheet issued to him. In the present case even the reply of the workman was not called for. I am, therefore, of the view that the enquiry was not conducted according to the principle of natural justice and it was not fair. It vitiates the entire enquiry proceedings. Issue No.1 is decided accordingly, against the respondent/management.

Issue No. 2

The charge against the workman is that while working on demand draft seat, she fraudulently removed one DD leaf from the DD Book and used that leaf as DD for Rs. 36,000 in favour of one Kewal Krishan to get financial benefit from said Kewal Krishan and this act of the workman amounts to gross negligence constituting an act of gross misconduct.

The case of the workman is that she had issued a cheque of his own account on the said DD leaf and she had not used the DD leaf as Demand Draft.

It is important to note that it has been stated in the charge-sheet that the DD leaf was used as DD for the amount

but it has been admitted by the respondent/management in its written statement in para 4 on merits that the DD leaf had been issued by the workman as a cheque.

It was argued by the learned counsel of the workman that from the DD leaf in question, which has been filed by the management witness and is marked as Ex. M-1/II it is clear that the workman had filled her own Account No. and it was Account Payee and it shows that it was to be used as a cheque only after clearance from the personal account of the workman. It was not intended to cause any financial loss to the bank hence, she cannot be held guilty of any misconduct. She had inadvertently used the DD leaf as cheque. It was only an innocent mistake on her part.

It was not shown by the parties as to what is meant by the term 'gross negligence' and whether it has been defined in the Memorandum of Settlement. As per Section 3 of Indian Trust Act, gross negligence means the negligence marked by total or nearly total disregard for the rights of others and by total or nearly total indifference to the consequences of an act.

In common parlance negligence is the absence of proper care caution and diligence; of such care caution and diligence, as under the circumstance reasonable and ordinary prudence would require to be exercised.

From Clause 5(j) of Memorandum of Settlement dated 10-04-2002 as quoted in the charge-sheet gross misconduct means:-

- (i) Doing any act prejudicial to the interest of the bank; or
- (ii) Gross negligence; or
- (iii) Negligence involving or likely to involve banking serious loss.

It is clear from Clause 5(j) of the Memorandum of Settlement that gross negligence itself is a gross misconduct and it is different from negligence involved or likely to involve bank in serious loss.

Going by the definition of 'gross negligence' given in the Indian Trust Act, the existence of the rights of other persons or the consequence of the alleged act is a must to constitute a gross negligence. In the present case neither the rights of other persons were involved nor was the alleged act of the workman was of any consequence. Therefore, she cannot be held guilty of a gross negligence. No doubt she committed a mistake in using the DD leaf instead of using a cheque leaf from her cheque book and she may be considered careless towards her duties but her negligence does not involve bank in a loss nor it is prejudicial to the interest of bank. Therefore, the disciplinary authority was wrong in holding the workman guilty of gross misconduct and punishing her for the same. The workman may be guilty of a minor misconduct and could have been punished for the same if the Memorandum of Settlement or any other rules provide for the same. Issue No. 2 is

decided in favour of the workman and against the management/respondent accordingly.

Issue No. 3 & 4

It has been argued by the learned counsel for the workman that the alleged act of the workman was an innocent mistake on her part without any ill motive or mala fide intention to cause any loss to the bank and neither any loss was expected nor it was caused to the management hence, no disciplinary action was warranted in this case and the workman is entitled to the relief sought.

The learned counsel for the management on the other hand has cited :

- (1) Chairman and Managing Director V.S.P. Versus Sri Goparaju Sri Prabhakara Hari Babu (2008) 5 SCC 569;
- (2) Regional Manager, U.P. S.R.T.C. Versus Hori Lal (2003) 3 SCC 605;
- (3) State Bank of India Versus Bela Bagchi AIR 2005 SC 3272.

about the judicial review of the punishment. But in the present case the review of punishment is not involved. It has been held that without affording any opportunity to the workman to put his defence in answer to charge-sheet and appointing the Enquiry Officer simultaneously with the issuance of charge-sheet was not proper and the enquiry was not fair on this account and further the workman is not guilty of gross misconduct and she cannot be punished for the same. It is, therefore, clear that the action of the management of Zonal Manager, Bank of India, Ludhiana Zone, Ludhiana to dismiss the workman from service on the allegation of removing one DD leaf and issuing the same for financial benefit of Rs. 36,000 is illegal and unjustified. The punishment order is therefore, set aside and the management is directed to reinstate the workman within 15 days from receiving the copy of the award. The workman will be entitled to the continuity of service and full back wages. Let two copies of award after due compliance be sent to the Central Government for further necessary action.

ASHOK KUMAR RASTOGI, Presiding Officer

नई दिल्ली, 31 जनवरी, 2011

का.आ. 621.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसार में, केन्द्रीय सरकार इंडियन बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, चेन्नई के पंचाट (संदर्भ संख्या 75/2009) को प्रकाशित करती है, जो केन्द्रीय सरकार को 25-1-2011 को प्राप्त हुआ था।

[सं. एल-12011/30/2009-आई आर(बी-II)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 31st January, 2011

S. O. 621.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 75 / 2009) of the Central Government Industrial Tribunal-cum-Labour Court, Chennai now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Indian Bank and their workman, which was received by the Central Government on 25-1-2011.

[No. L-12011/30/2009-IR (B-II)]

RAMESH SINGH, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHENNAI

Thursday, the 20th January, 2011

Present: A. N. Janardanan, Presiding Officer

Industrial Dispute No. 75/2009

[In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between the Management of Indian Bank and their Workman]

BETWEEN

Sri P. Chakaravarthy : 1st Party/Petitioner

Vs.

The Asstt. General Manager (HRM) : 2nd Party/Respondent
Indian Bank
Circle Office
Chennai

APPEARANCE:

For the 1st Party/Petitioner : Sri J. Thomas Jeyaprabakaran, Authorised Representative
For the 2nd Party/Management : Sri R. Dakshinamurthy, Authorized Representative

AWARD

The Central Government, Ministry of Labour vide its Order No. L-12011/30/2009-IR (B-II) dated 18-8-2009 referred the following Industrial Dispute to this Tribunal for adjudication.

The Schedule mentioned in that order is:

"Whether the action of the management of Indian Bank in imposing the penalty of compulsory retirement on Sri P. Chakaravarthy is legal and justified? What relief the concerned workman is entitled to?"

2. After the receipt of Industrial Dispute, this Tribunal has numbered it as ID 75/2009 and issued notices to both sides. Both sides entered appearance through their Authorized Representatives and filed their Claim, Counter and Rejoinder Statements as the case may be.

3. The Claim Statement averments, bereft of unnecessary details are as follows :

Petitioner who joined the services of the Respondent/ Bank as sub-Staff in Odugathur Branch in Vellore District was proceeded against by way of disciplinary action for allegations of having fraudulently withdrawn Rs. 44,000 at Rs. 22,000 each on 17-5-2004 and 18-5-2004 colluding with Mr. M. Ramachandran, Peon. They jointly gave a letter dated 16-8-2004 accepting the withdrawal from the SB A/c No. 12989 of Late Mr. G. Dhanakotti forging the signature of the deceased depositor and undertaking to remit the amount, which accordingly was remitted at Rs. 31,000 under his sign on 20-8-2004. The acts are prejudicial to the bank. Charge Sheet was issued on 17-6-2005 that he in collusion and conspiracy with Ramesh and Mr. M. Ramachandran enabled Mr. Ramesh to fraudulently withdraw the amounts. In the enquiry held from 11-8-2005 MEX-1 to MEX-19 were marked on the Respondent's side. Following the report of enquiry dated 10-7-2006 after the comments of the petitioner and after personal hearing the proposed punishment of Compulsory Retirement with superannuation benefits was imposed on 09-12-2006. Appeal filed on 20-1-2007 was dismissed on 06-2-2008. Confession was obtained under coercion. It was in the presence of Panchayat and Policeman. The receiver of the deceased party's money named only Ramachandran and not petitioner. Compulsory Retirement is illegal and unjustified being in victimization and unfair labour practice. Money was handed over to Ramachandran only. The guilt is not established against the petitioner. Hence the claim for reinstatement with all benefits.

4. Counter Statement contentions briefly read as follows :

On 17-04-2004 there was a credit balance of Rs. 44,257 in the SB A/c of deceased Dhanakotti. On 13-08-2004 one Mrs. Amsa made a death claim application for Rs. 44,257 of her deceased husband died on 17-4-2004. On verification the alleged withdrawals were seen made purported to have been signed by deceased Dhanakotti leaving a balance of only Rs. 257. The unauthorized withdrawal was reported by Amsa to Serpadi Village Panchayat whose official on 14-8-2004 came and enquired before whom Petitioner and M. Ramachandran admitted the withdrawal. They also gave a joint statement on

16-8-2004. On 20-8-2004 Petitioner remitted Rs. 31,000 and Ramachandran remitted Rs. 13,000. It was revealed in investigation that petitioner and Ramachandran conspired with K. Ramesh, petitioner's relative giving him a duplicate Pass Book of the SB Account with a filled-in withdrawal slip dated 17-5-2004 for Rs. 22,000 and with a request to present it on which day the Manager and the Asstt. Manager were on leave and the Asstt. Manager of the Vaniyambadi Branch was acting. M. Ramachandran unauthorisedly made the withdrawal entry in the ledger and issued token to Ramesh. Ramachandran also persuaded the Manager-in-Charge to pass the withdrawal. Ramesh collected the amount. Other amount of Rs. 22,000 was withdrawn on 18-05-2004. No reply was given by petitioner to the Show Cause Notice issued on 20-11-2004. Petitioner and his wife were also examined in the enquiry. Charges were proved and the proposed punishment of Compulsory Retirement was imposed which is only justified and valid with no scope for interference. Nexus between the petitioner and the withdrawal is established in evidence. Respondent lost confidence in the petitioner. Punishment is to be upheld.

5. Rejoinder Statement allegations in a nutshell are as follows :

M. Ramachandran is the brain behind the happening. The Petitioner has been falsely implicated. Petitioner was not aware of handing over of the amount to Ramachandran. Fearing threat to life of petitioner his wife only prevailed upon petitioner to remit Rs. 31,000.

6. Points for consideration are :

- (i) Whether the compulsory retirement of the petitioner is legal and justified?
- (ii) To what relief the concerned workman is entitled?

7. The evidence consists of the oral evidence of WW1 and Ex.W1 and Ex.W2 on the petitioner's side and Ex.M1 to Ex.M19 on the Respondent's side, all marked on consent with no oral evidence adduced on the Respondent's side.

Points (i) & (ii)

8. Heard the representatives on either side and perused the records. It is orally argued on behalf of the petitioner that while the charge is that the petitioner instigated the fraudulent withdrawal through another employee M. Ramachandran to withdraw the amount, he alone is proceeded against by issuing Charge Sheet. The confession statement could be seen to be fabricated after obtaining signatures thereon. It is argued that the Admission Letter was signed under coercion in the presence of Panchayat people and Policeman also. Since there was threat to the life of the petitioner on the persuasion of petitioner's wife he was signing and the same is not voluntary. Accordingly only the amounts were also got remitted back into the bank. The petitioner has been

made a scapegoat by being put into trap at the bank whereto Panchayat people were collected noticeably in the presence of a Policeman. If the statement was not signed it had been made to appear that the whole staff would have been beaten up by those who gathered there as Panchayat people and others. Evidently, money was paid to Ramachandran only and not to the petitioner. There is no evidence to show who forged the signature of the account holder.

9. The contra contentions on behalf of the Respondent are that the petitioner was colluding to withdraw the amount through Ramachandran, Sub-Staff with the assistance of Ramesh, a relative of both. The guilt is admitted by the petitioner and the same is voluntary and is not out of any coercion. The intention of the petitioner was to remit back the withdrawn money before a claim is made on account of the death of Dhanakotti. Though petitioner has a case of having signed the confession letter under compulsion he has not had such a stand for a long time. If it was so why he did not lodge complaint to Police for such detrimental acts towards him as a normal human conduct? Therefore, the said contention is an afterthought. The signatures in the withdrawal slips are discernibly forged ones. They could also be found to be so from the FSL report. Only the petitioner raised dispute against the action. Only a just punishment has been given and the same is not to be interfered with.

10. It is alien to comprehension why if the Co-Substaff Ramachandran has not been proceeded against. In spite of that there is no challenge against the inaction to proceed against Ramachandran, a Sub-Staff who has had a major role in perpetrating the misconduct of fraudulent withdrawal of money from the account of the deceased account holder. The explanation of the Management as made out in the oral argument is that no ID has been raised by him. What is stated by the Petitioner, that too in a sub-dued manner is that Ramachandran is the brainchild of the transaction. But that he has not been proceeded against is not whispered in the pleadings of the petitioner. Again according to the Bank that too stated in a vague manner in the oral arguments that petitioner alone has raised the ID. We are at dark as to what has been done in respect of Ramachandran, a co-delinquent who played active role in bringing about the fraudulent transaction. It is not known whether he has been proceeded against or not. What appears is that he has been proceeded against and dealt with by way of disciplinary action. That is what is spelt out from the oral argument of the Management representative. If it be that the other co-delinquent has not been proceeded against it is to be deprecated. It has not been put in black and white in the pleadings of the petitioner as to whether the co-delinquent Ramachandran was or was not proceeded against in disciplinary action. What is mentioned is that Ramachandran is the brainchild

and nothing else. If actually Ramachandran also has been punished there is "suppressio vari" and "suggestio falsi" in the conduct of the petitioner with a misleading tendency.

11. Coming to the petitioner, the enquiry against him discernibly went of well and the finding arrived at is not assailable as invalid or perverse. Though the confession letter is the crucial document for fixing the liability upon him together with the other there is nothing to show that the same is the outcome of any coercion or threat. The fact that the said document remained unchallenged for a long time without being called in question indicates that the same is a valid, voluntary and genuine document executed by the petitioner and the other. The fact that the amounts were remitted back by both the delinquents in quick succession on 20-8-2004 amounts to ratification of the admission by subsequent acts, a relevant aspect intimately related to the fact in issue. Based on the document, an enquiry was conducted in which the document passed through the ordeal of challenge at the instance of the petitioner in spite of which the same could not be rendered ineffective for being relied upon in a legal manner. That the amount was handed over to M. Ramachandran, even if true, as spoken to by Ramesh but apt to be un-creditworthy, is of no avail to exonerate the petitioner from the joint liability. Could it be taken to connote the idea that if the money had been handed over to the petitioner himself Ramachandran could not be faulted? The answer is an emphatic negative. That M. Ramachandran is the brainchild of the transaction is only to be rejected for the reason that it is a self-serving statement of the co-delinquent, the petitioner; attaching no credence. The very same admission of petitioner tantamounts to acceptance of the misconduct in another way. The petitioner has not chosen to mind to give an explanation to the Show Cause Notice which is not a normal conduct once he is indicted of a misconduct. No blemish could be found attached to the document, the enquiry or the finding as to guilt. The punishment being only Compulsory Retirement, the same is also just proportionate or commensurate with the gravity of the offence of fraudulent withdrawal of money committed by the petitioner. Therefore, the petitioner is not entitled to any relief.

12. The reference is answered accordingly.

(Dictated to the P.A., transcribed and typed by him, corrected and pronounced by me in the open court on this day the 20th January, 2011)

A.N. JANARDANAN, Presiding Officer

Witness Examined

For the 1st Party/Petitioner : WW1, Sri P. Chakravarthy

For the 2nd Party/Management : None

Documents Marked on the petitioner's side

Ex. No.	Date	Description
Ex. W1	20-1-2009	Appeal preferred by Sri P. Chakravarthy against the punishment.
Ex. W2	Nil	Letter from P. Dayanidhi, Panchayat President, Serpadi Panchayat.

On the Management's side

Ex. No.	Date	Description
Ex. M1	10-1-2006	Show Cause Notice No. CO/TAN/VIG/419/2005-06.
Ex. M2	17-6-2005	Charge Sheet No. CO/VLR/VIG/F280/102/2005 issued to Sri P. Chakravarthy, SSR No. 41372, Cash Peon, Odugathur Branch.
Ex. M3	11-8-2005 22-8-2005 8-9-2005 8-12-2005 13-12-2005 16-12-2005	Enquiry Proceedings alongwith exhibits marked therein.
Ex. M4	-	Summing up Sri M. G. Loganathan Enquiry Officer.
Ex. M5	-	Defence summing received on 16-5-2006 of Sri S. L. Suriya Sam.
Ex. M6	10-7-2006	Findings of Sri M. G. Loganathan Enquiry Officer.
Ex. M7	19-7-2006	Comments on the findings of the Enquiry Officer by the CSE.
Ex. M8	16-9-2006	Second Show Cause Notice No. CO/VLR/VIG/F280/247/2006 issued to the CSE.
Ex. M9	14-11-2006	Proceedings of the personal hearing held.
Ex. M10	6-11-2006	Reply of the CSE for the Second Show Cause Notice issued.
Ex. M11	9-12-2006	Speaking Order No. CO/VLR/VIG/F/280/353/2006 of the Asstt. General Manager/ Disciplinary Authority imposing the punishment on the CSE.

Ex. M12	6-2-2006	Orders of the General Manager/Appellate Authority under Ref. No. HRM/DPC/093/2008 dated 6-2-2008
Ex. M13		Petition filed by P. Chakravarthy under ID Act Section-2(a) before Assistant Commissioner of Labour (Central), Chennai.
Ex. M14	4-12-2008	Counter filed by the Respondent/Bank before Assistant Commissioner of Labour (Central), Chennai.
Ex. M15	31-12-2008	Letter to Government of India, Ministry of Labour from Assistant Commissioner of Labour (Central), Chennai Ref. No. M.7/17/2008-B2 regarding failure of conciliation under copy to us.
Ex. M16	8-5-2009	HO: HRM: Assistant Commissioner of Labour (Central)/340/2008-9 dated 8-5-2009 addressed to Sri Rajinder Kumar, Desk Officer, Government of India, Ministry of Labour, New Delhi.

नई दिल्ली, 1 फरवरी, 2011

का.आ. 622.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स बी.सी.सी.एल. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/प्रम न्यायालय सं।, धनबाद के पंचाट (संदर्भ संख्या 319/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 1-2-2011 को प्राप्त हुआ था।

[सं. एल-20012/266/2000-आई आर (सी-1)]

डॉ. एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 1st February, 2011

S.O. 622.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 319/2000) of the Central Government Industrial Tribunal-cum-Labour Court No. 1, Dhanbad now as shown in the Annexure in the industrial dispute between the employers in relation to the management of M/s. B.C.C.L. and their workmen, which was received by the Central Government on 1-2-2011.

[No. L-20012/266/2000-IR(C-1)]

D. S. S. SRINIVASA RAO, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, DHANBAD

In the matter of a reference U/s. 10 (1) (d) (2A) of I.D. Act.

REFERENCE NO. 319 of 2000

Parties:

Employers in relation to the management of Godhur Colliery of M/s. BCCL.

AND

Their Workmen

PRESENT: Shri H.M. SINGH, Presiding Officer

APPEARANCES:

For the Employers : Shri R. N. Ganguly, Advocate.

For the Workman : Shri R. K. Mukherjee, Advocate.

State : Jharkhand Industry : Coal

Dated, the 10th January, 2011

AWARD

By Order No. L-20012/266/2000-IR (C-I) dated 23-10-2000 the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following dispute for adjudication to this Tribunal:

“Whether the action of the management of Godhur Colliery of M/s. BCCL in refusing to refer Sri Lalu Paswan to Apex Medical Board for ascertaining his age is fair and justified? If not, to what relief is the concerned workman entitled ?”

2. The case of the concerned workman is that he was initially appointed at Industry Colliery in a capacity of Line mazdoor and later on he was transferred to Godhur colliery in the same capacity. The management introduced the service excerpts in the year 1987 and accordingly the concerned workman furnished his service particulars including his date of birth as 30-10-53, but the management recorded his date of birth as 1-2-1942 arbitrarily to which the concerned workman raised objection in the service excerpt at that very time. He had made an affidavit also to produce the management in favour of his actual date of birth as 30-10-53 with his application for correction of his date of birth. But the management never conducted any Medical Board Examination of recording of his actual date of birth. The concerned workman represented before the management several times for correction of his date of birth but without any effect. As per I. I. 76 of NCWA the management should assess the age of the concerned by the Apex Medical Board as the age of the concerned workman was also assessed by the Medical Board duly

constituted under the Chairmanship of Civil Surgeon-Cum-Chief Medical Officer, Dhanbad and the said Medical Board assessed his age about 45 years on 7-12-99. The management prematurely superannuated the concerned workman w.e.f. 1-3-1942 instead of 30-10-53 which is arbitrary, illegal, prejudiced and unjustified and violation of natural justice. Thereafter, an industrial dispute was raised before the A.L.C. (C), Dhanbad, which was ended in failure and ultimately this dispute has been referred to this Tribunal for adjudication.

It has been prayed that this Hon'ble Tribunal be graciously pleased to hold that the action of the management in not accepting the age of assessed by the State Medical Board and in refusing the concerned workman to Apex Medical Board for ascertaining his age is not fair and not justified and the concerned workman is entitled to consider his age as 30-10-1953 and be re-instated with continuity of his service with full back wages and other benefits.

3. The case of the management is that the concerned workman is a permanent worker of Godhur Colliery who was appointed on 18-10-71. At the time of his appointment his date of birth was recorded in Form 'B' Register as 1-3-1942 and the concerned workman had put his signature/ L.T.I. in token of this acceptance of the same. Form 'B' Register is a statutory register maintained under the Mines Act. On the basis of Form 'B' Register the date of birth of the concerned workman was recorded as 1-3-1942 in all the records of the company. Service Excerpt was issued to the concerned workman in the year 1987 wherein his date of birth was recorded as 1-3-1942. There is no variation of date of birth of the concerned workman in the records of the company. Reference to the Apex Medical Board for ascertaining age is called for only when there is variation of date of birth in different records of the company, but in the instant case there is no variation of age in any of the records of the company and hence it was not considered necessary by the employers to refer him to Apex Medical Board for ascertaining his age.

It has been prayed that this Tribunal be pleased to hold that the action of the management in refusing to refer the concerned workman to Apex Medical Board for ascertaining his age is fair and justified and the concerned workman is not entitled to any relief.

4. Both the parties have filed their respective rejoinders admitting and denying the contents of some of the paragraphs of each other's written statement.

5. The management has produced MW-1, Chanshyam Pd. Sinha. The concerned workman has produced himself as WW-1 and has proved documents as Exts. W-1 to W-4.

6. Main argument advanced on behalf of the concerned workman is that his date of birth is 30-10-53 but the management has illegally mentioned his date of

birth as 1-3-42.

In this respect management counsel argued that his date of birth was recorded in Form 'B' Register as 1-3-42 which is a statutory register maintained under the Mines Act. He has also argued that the concerned workman accepted the same by putting his L.T.I. and it cannot be altered.

In this respect the concerned workman argued that he has his age assessed by the Appex Medical Board duly constituted under the Chairmanship of Civil Surgeon-Cum-Chief Medical Officer, Dhanbad who assessed his age 45 years on 7-12-99. It has also been argued that when dispute of age has been assessed the management should have referred him to Apex Medical Board for assessment of his age.

7. As per Ext. W-1, From 'B' Register, in which date of birth has been mentioned as 1-3-42, he has joined on 18-10-71. If his date of birth is considered as he wants 30-10-53 then on that date his age was on 17 years which is not possible and if this date of birth i.e. 30-10-53 be considered then his date of birth on that date as per Form 'B' Register merely just 18 years below which is not possible and permissible under law because less than 18 years majority cannot be achieved. He moved application Ext. W-2 for correction of his age but he has not mentioned that he should be referred to Apex Medical Board, so that management can consider his case. Moreover, this application had been moved on 27-12-90 though he received service excerpt in the year 1987 as per Ext. W-1. Keeping upto three years it shows that he was kept mum, even after getting service excerpt as per Ext. W-1 in which his date of birth has been mentioned as 1-3-1942. WW-1 in cross-examination has stated that I do not know if my particulars were entered in Form 'B' Register or not. I cannot say my date of birth in Form 'B' Register is recorded as 1-3-42. I cannot say if I have put my L.T.I. or not against that entry. I cannot say if in Ext. W-1 my date of birth is mentioned as 1-3-42. I have not raised objection in the service excerpt but I have submitted application in this regard.

8. Considering the evidence it shows that the concerned workman has not moved any application for assessment of his age through Apex Medical Board to the management. Moreover, if his age assessment of date of birth as 30-10-53 be considered then it is not possible to get employment at the age of below 18 years as he got employment on 18-10-71 and not completed 10 years of age.

9. Accordingly, I render the following award —

The action of the management of Godhur Colliery of M/s. BCCL in refusing to refer Lalu Paswan to Apex Medical Board for ascertaining his age is fair and justified and the concerned workman is not entitled to any relief.

H. M. SINGH, Presiding Officer

नई दिल्ली, 1 फरवरी, 2011

का.आ. 623.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भैसस बी.सी.सी.एल. के प्रबंधतांत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय सं.1, धनबाद के पंचाट (संदर्भ संख्या 35/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 1-2-2011 को प्राप्त हुआ था।

[सं. एल-20012/246/99-आई आर (सी-1)]
डी. एस. एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 1st February, 2011

S.O. 623.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 35/2000) of the Central Government Industrial Tribunal-cum-Labour Court, No. 1, Dhanbad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. B.C.C.L. and their workmen, which was received by the Central Government on 1-2-2011.

[No. L-20012/246/99-IR (C-I)]

D. S. S. SRINIVASA RAO, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL No. 1, DHANBAD

In the matter of a reference U/s. 10 (1) (d) (2A) of the I.D. Act.

REFERENCE No. 35 of 2000

PARTIES:

Employers in relation to the management of BCCL.

AND

Their workmen

PRESENT: Shri H. M. SINGH, Presiding Officer

APPEARANCES:

For the Employers : Shri S. N. Sinha, Advocate

For the Workman : Shri B. N. Singh, Gen. Secretary
State: Jharkhand Industry : Coal

Dated, the 10th January 2011

AWARD

By Order No. L-20012/246/99-IR (C-I) dated 20-1-2000 the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of

sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following dispute for adjudication to this Tribunal:

“Whether the action of the management of BCCL in denying final decision on enquiry by the disciplinary authority even after four years and not paying wages for the period of suspension to Shri G. Dubey, workman is just and proper? If not, to what relief the concerned workman entitled ?”

2. Written statement has been filed on behalf of the concerned workman stating that the concerned workman is a permanent of Central Excavation Workshop Sinidih of BCCL and has been working as Store Keeper of the above workshop. He was issued chargesheet dated 21-7-94 and was put under suspension from 21-7-94 to 27-11-94. He replied to the chargesheet which was duly received by the management on 23-7-94. During the period of suspension from 21-7-94 to 27-11-94, the departmental enquiry in the charges against the charge-sheeted workmen was completed. He was paid subsistence allowance during the above mentioned period of his suspension, but even after completion of the enquiry during the period of his suspension from 21-7-94 to 27-11-94 he has not been communicated about findings of the enquiry officer although from examination of the enquiry proceedings it will emerge that the charges against him as contained in the chargesheet are not established against him nor he has been supplied with copy of the findings of the Enquiry Officer, although after completion of the enquiry, he was allowed to resume duty from 28-11-94 vide letter dated 28-11-94. Though the charges against him were not established still then he has not been paid his full wages also for the period of his suspension over and above what he was paid as subsistence allowances for the period of suspension despite his repeated requests to the management. Thereafter an industrial dispute was raised which was ended in failure and hence the present dispute has been referred to this Tribunal for adjudication.

It has been prayed that this Hon'ble Tribunal be graciously pleased to pass Award holding that the action of the management in denying final decision on enquiry of disciplinary authority and not paying full wages to the concerned workman for the period of his suspension from 21-7-94 to 28-11-94 is not justified.

3. Written statement has been filed by the management stating that the concerned workman was working as Storekeeper Grade-I at Sinidih Workshop Stores in the year 1974. In the course of making surprise inspection and checking of the aforesaid Sinidih Excavation Workshop Stores it was observed that 13 nos. of wheel shaft with the marking No. 3504344 were found missing from the 13 packets under the possession and control of the concerned workman in the capacity of Storekeeper Grade-I of the aforesaid Sinidih Excavation Workshop Stores.

On detection of such theft of materials, a FIR was lodged before the Officer Incharge, Madhuban P. S. on 21-7-94 and a chargesheet was also issued to the concerned workman on 21-7-94. It has been submitted that the concerned workman received 13 packets from the supplier, M/s. Diesal Sales and Service (India) Ltd., Katras Road, Dhanbad, on 21-4-94 against cash memo/delivery note No.662305. He made necessary inspection, checking and took the 13 packets into the store and kept the same under his custody. As per usual procedure, each pocket was required to contain all the parts comprising a set including the wheel shaft. It was surprising to know that only the wheel shaft from each of the packets was found missing and the concerned workman failed to explain the reason for the manipulation of the packets so as to cause loss of one wheel shaft from each of the packets. The concerned workman submitted his reply to the chargesheet and a departmental enquiry was constituted to conduct the departmental enquiry against him. He was kept under suspension during the time of enquiry so that fair and impartial enquiry could be conducted in accordance with the principles of natural justice. The Enquiry Officer submitted his enquiry report and the enquiry proceeding to the disciplinary authority and some interested persons caused the enquiry proceedings, enquiry report and other relevant documents traceless and the management could not take final decision on the basis of the aforesaid enquiry. He was allowed to resume his duties pending further decision of the management either to start denovo enquiry or to wait for the criminal action initiated by the Police on the basis of FIR lodged on 21-7-94. The management preferred to keep the matter pending till finalisation of the police report and the finding of the trial court with regard to theft of materials etc. As the management is not aware of the outcome of the criminal case, has not yet initiated denovo enquiry by appointing fresh enquiry officer and the presenting officer to conduct the departmental enquiry relating to the chargesheet issued to the concerned workman.

Under such circumstances it has been prayed that the Hon'ble Tribunal be graciously pleased to pass the Award holding that the concerned workman is not entitled to any relief.

4. Both the parties have filed their respective rejoinders admitting and denying the contents of some of the paragraphs of each other's written statement.

5. The concerned workman has produced himself as WW-1 and has proved documents as Ext. W-1 to Ext. W-3

The management has produced MW-1, Madhab Mishra, and MW-2, Amar Nath Jha and has proved documents as Exts. M-1 to M3/2.

6. Main argument advanced on behalf of the concerned workman is that he was suspended by chargesheet No. BCCL/Exc/SWC/94/1033 dated 21-7-94 and he

was suspended from 21-7-94 to 27-11-94, but during this period he was only given subsistence allowance and his pay has not been released till now though he was not found guilty and enquiry report and findings were not supplied by the management to the concerned workman.

7. In this respect the management's representative argued that regarding shortage of 13 nos. of wheel shaft a FIR was lodged but the management's conclusion was kept pending till finalisation of the police report. When no chargesheet was filed upto such long time and he was reinstated then it is duty of the management to release his pay for suspension period 21-7-94 to 27-11-94.

8. In this respect the concerned workman is entitled suspension allowance which has not been paid by the management to him and also salary of the period. In this respect management's witness MW-1, Madhab Mishra in his cross-examination at page 2 stated that I have no information regarding the criminal case and its result. I cannot say by whose connivance the file relating to enquiry has been mis-placed. Again he has stated that I cannot say if charges against Dubey were not substantiated therefore the management has suppressed the enquiry proceeding. I cannot say if criminal case is pending against Dubey or not.

Management's witness MW-2, Amar Nath Jha, stated in cross-examination at page 2 that those materials which were found to be missing had been received from CDSS Depot, Dhanbad on 21-4-94. Against P. K. Sinha also who was working as Store Clerk during the relevant period, the same charge of theft was there, who was later exonerated of the said charge and against whom also the enquiry was conducted. During the relevant period immediate Controlling Officer of the concerned workman was Sri Madhab Mishra, the then Depot Officer. I am not in a position to say as to who had received those articles of the Receiving Section during the relevant period, which were later found to be missing. I do not know whether in the Receiving Section those articles were received by Sri Madhab Mishra, Sr. Depot Officer or not.

Thus the statement of the management's witnesses shows that they have no knowledge regarding criminal case and its result and enquiry file is missing and above statement of the workman that the charge against him was not proved. When the charges were not proved against the concerned workman then there is no ground to withhold his pay from 21-7-94 to 27-11-94.

9. Accordingly, I render the following award—

The action of the management of BBCL in denying final decision on enquiry by the disciplinary authority even after four years and not paying wages for the period of suspension to Shri G. Dubey, concerned workman, is not just and proper. Therefore, the management is directed to pay full wages to the concerned workman for the period of his suspension from 21-7-94 to 27-11-94 within 30 days from the date of publication of the Award.

H. M. SINGH, Presiding Officer

नई दिल्ली, 1 फरवरी, 2011

का.आ. 624.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स बी.सी.सी.एल. के प्रबंधतांत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण संख्या-1, धनबाद के पंचाट (संदर्भ संख्या 27/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 1-2-2011 को प्राप्त हुआ था।

[सं. एल-20012/425/2000-आई आर (सी-1)]

डी.एस.एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 1st February, 2011

S.O. 624.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 27/2001) of the Central Government Industrial Tribunal-1, Dhanbad as shown in the Annexure in the industrial dispute between the employers in relation to the management of M/s. B.C.C.L. and their workman, which was received by the Central Government on 1-02-2011.

[No. L-20012/425/2000-IR (C-I)]

D. S. S. SRINIVASA RAO, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. I DHANBAD

In the matter of a reference U/s. 10 (1) (d) (2A) of I.D. Act.

Reference No. 27 of 2001.

Parties : Employers in relation to the management of M/s. B. C.C. Ltd.

AND

Their Workman.

Present : Shri H. M. Singh, Presiding Officer.

APPEARANCES :

For the Employers : None.

For the Workman : Shri P. N. Prasad, Advocate

State : Jharkhand. : Industry : Coal.

Dated, the 3rd January, 2011.

AWARD

2. By Order No. L-20012/425/2000 (C-I) dated 25-1-2001 the Central Government in the Ministry of

Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following dispute for adjudication to this Tribunal :

“Whether the action of the management of M/s. B.C.C.L. in dismissing the services of the workman Sri Chandrika Barhi, Clerk of Central Workshop under Kustore Area is legal and justified ? If not, to what relief is the workman entitled ?”

2. The case of the concerned workman is that he was employed as Clerk in the Central Workshop of Kustore Area of B.C.C.L. In addition to the general clerical nature of jobs assigned to him, he was also entrusted to send advice to E. D. P. department responsible for billing to wage bills of workers about the deduction small saving amounts in respect of the workers employed in the Central Workshop of Kustore. After payment of wages, he was responsible to deposit the respective cheques issued by the employer relating to deduction of Small Savings to the Post Office. In the process of aforesaid nature of job, there is no lapse on the part of the concerned workman. The postal department has not made any complaint against the workman concerned nor any complaint from the members contributing for small saving to the Post Office against the concerned workman. The signature of the members are quite confidential and it can only be seen by the authorised official of the Post Office for verification at the time of withdrawal of amount of small saving by the member concerned. As regards the domestic enquiry against the workmen concerned, the workman has not been provided full opportunity in course of enquiry to defend his case and the principles of natural justice has been fully violated in this case.

In view of the above facts, it has been prayed by the concerned workman before this Hon'ble Tribunal to answer the reference in favour of the concerned workman.

3. The case of the management is that the concerned workman while working as a clerk at the Central Workshop was entrusted with the duties of maintaining all records relating to small saving scheme i.e. Cumulative time deposit and was made responsible to maintain account in respect of all the workers at Kustore with regard to amount deducted from each of them from their pay slips, the amount deposited in their respective names in the Post Office and to deposit the cheque on the basis of total amount deducted in the Post Office and to ensure proper posting of all such amounts in the name of respective account holders. It has been

stated that the concerned workman during the period from January, 1994 to 1997 developed a practice of depositing more amounts against his deposits and deposits of his son and associates by depositing less amount than actually deducted in the name of other workers and in some cases, he omitted to deposit the amount actually deducted from the pay slips of some account holders and by this process, he embozzled a large sum of Rs. 1,80,000 with malafide intention by fraudulently manipulating relevant records. He was charged under clause 26.1.11 of the Certified Standing Order on the allegation of commission of misconduct of theft, fraud or dishonesty in connection with company's business or property. He submitted his reply to the chargesheet denying the allegation levelled against him. The management appointed Sri J.D. Pandey, the then Sr. Personnel Officer, Kustore Area as Enquiry Officer and Sri D. Jha, Superintending Engineer, Central Workshop, as Management's representative in the matter of conducting departmental enquiry relating to the chargesheet issued to the concerned workman by order dated 22-10-98. The enquiry was held on 19-11-98, 16-12-98, 21-4-99 and 19-5-99 in presence of the chargesheeted workman. The departmental enquiry was held fairly and properly in which the concerned workman was given full opportunity. The Enquiry Officer submitted his enquiry report on 6-6-99 holding the concerned workman guilty of the charges levelled against him. The disciplinary authority examined the enquiry report, enquiry proceedings and all relevant papers and documents and after observing necessary formalities pass the order of dismissal dated 8-9-99 dismissing the concerned workman from his service.

It has been prayed that this Hon'ble Tribunal be pleased to pass an award holding that the action of the management in dismissing the concerned workman is legal and justified and he is not entitled to any relief.

4. Both the parties have filed their respective rejoinders admitting and denying the contents of some of the paragraphs of each other's written statements.

5. The management has produced MW-1, Janakdeo Pandey, who has proved documents as Exts. M-1 to M 5.

The concerned workman has produced himself as WW-1 who has proved documents as Ext. W-1 to W-7.

6. The domestic enquiry was held fairly and properly on 3-8-2009.

7. Main argument advanced on behalf of the concerned workman is that no witness has been examined during the domestic enquiry by the management, No any

evidence could be produced by the management, in course of domestic enquiry, no any opportunity was given to him to produce witness by the Enquiry Officer. No second show-cause notice was given to him.

In this respect the management argued that the chargesheet was issued to the concerned workman for embasslement of a huge amount of Rs. 1,80,000 of the employees for which concerned workman replied by Ext. M-2 and by Ext. M-3 the Enquiry Officer was appointed, Ext. M-4 is enquiry notice and Ext. M-5 enquiry proceeding and Ext. M-6 enquiry report.

8. The concerned workman was appointed by the management to the general clerical nature of jobs assigned to him, he was also entrusted to send advice to E.D.P. department and deduction of small saving amounts in respect of the workers employed in Central Workshop of Kustore Area. After payment of wages, he was responsible to deposit the respective cheques issued by the employer relating to deduction of small savings to the Post Office. In the process of aforesaid nature of job, there is no lapse on the part of the workman concerned. He has manipulated employees money.

In this respect WW-1, concerned workman, stated in cross-examination that I had replied to the charge-sheet Ext. W-2 and I was working as Clerk and I am a literate person. The entire enquiry proceedings is in Hindi and I had put my signature over the same. I had not given any complaint either before the enquiry officer or the disciplinary authority regarding my allegation that I was not given opportunity to give evidence and I was not allowed to read over the contents of my statement before the enquiry officer.

The concerned workman with malafide intention connived with the Postal Staff of Kustore Post Office and embezzled a huge sum amounting to Rs. 1,80,000— which charges were levelled against him as per Cl. 26.1.11 of the Certified Standing Order of the Company. The concerned workman gave his reply in the charge-sheet. The enquiry proceeding shows that after preliminary enquiry final order was passed and he had taken money of the employees, detailed report and deduction of employees fund has been proved during domestic enquiry. Total deduction has also been enquired into by the Enquiry Officer and the details of discussion is Ext. M-2-A and M-2-B. The concerned workman had deducted from the salary of the employees. The concerned workman had given letter Ext. M-2 to the Enquiry Officer on 22-8-97 regarding his confession about the embezzlement. He had given such application by his own hand dated 22-8-97.

9. Considering the above facts and circumstances, the employee who is maintaining salary bills of the

management and deducted from their salary and after deduction deposited in the Post Office. He withdrew the money by getting signature on blank paper and embezzled a sum of Rs. 1,80,000. He has also given his confession for recovery of amount from his salary.

It shows that he does this act and desire sympathy from the management, so the action of the management of M.S. BCCL in dismissing the services of the concerned workman, Clerk of Central Workshop under Kustore Area is legal and justified, hence the concerned workman is not entitled to any relief.

This is my Award.

H. M. SINGH, Presiding Officer

नई दिल्ली, 1 फरवरी, 2011

का.आ. 625.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसार मै, केन्द्रीय सरकार मैसर्स बी.सी.सी.एल. के प्रबंधित के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/अम न्यायालय संख्या-1, धनबाद के पंचाट (संदर्भ संख्या 181/89) को प्रकाशित करती है, जो केन्द्रीय सरकार को 1-2-2011 को प्राप्त हुआ था।

[सं. एल-20012/75/88 डी-IV (ए)/आई आर (सी-1)]

डी.एस.एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 1st February, 2011

S.O. 625.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 181/89) of the Central Government Industrial Tribunal-cum-Labour Court-1, Dhanbad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. B.C.C.L. and their workman, which was received by the Central Government on 1-2-2011.

[No. L-20012/75/88-D-IV(A)/IR (C-1)]

D. S. S. SRINIVASA RAO, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1 DHANBAD.

In the matter of a reference U/s. 10 (1) (d) (2A) of I.D. Act.

Reference No. 181 of 1989.

Parties : Employers in relation to the management of Kapasara Colliery of M/s. E. C. Ltd.

AND

Their Workmen.

Present : Shri H. M. Prasad, Presiding Officer.

APPEARANCES :

For the Employers : Shri B. M. Prasad, Advocate.

For the Workmen : None.

State : Jharkhand. : Industry : Coal.

Dated, the 17th Jan. 2011

AWARD

By Order No. L-20012/75/88 D-IV (A)/IR Coal-I dated 24-11-1989 the Central Government in the Ministry of Labour has in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following dispute for adjudication to this Tribunal :

“Whether the action of the management of Kapasara Colliery in denying residential Quarter to Shri Rampat Rajwar and suspending him during the pendency of Conciliation proceedings is justified ? If not, to what relief is the workman entitled ?”

2. The case of the concerned workman is that he has been working as permanent workman at Kapasara Colliery since long. A quarter was vacated by Shri D. D. Sinha and Shri Rampat Rajwar, concerned workman, applied to the Housing Committee for allotting the quarter to him. A meeting of Housing Committee was held on 27-4-88 to allot this quarter to the concerned workman. The Housing Committee appreciated the difficulties and need of quarter for the concerned workman as because he is residing only of a distance of 1/4 Km. from the colliery and he has his own house. The concerned workman and the union represented before the management for allotment of the quarter which annoyed the management to suspend him during the pendency of conciliation proceeding. Thereafter the dispute has been referred to this Hon'ble Tribunal for adjudication. The action of the management in denying the residential quarter to the concerned workman is not justified.

It has been prayed before this Tribunal to answer the reference in favour of the workman by directing the management to allot the quarter to him and to pay him full back wages.

3. The case of the management, in brief, is that Kapasara Colliery of the management has a Housing Committee consisting of the representatives of the management and different functioning trade Unions in the colliery for considering the cases of workers desirous of having residential quarters allotted to them. It so happened that D. N. Kanjilal one of the workmen was allotted a quarter

in Kapasara Colliery which is situated near Premier Hard Coke at Mugma out of the 15% quota reserved for the management. The key of the quarter was handed over to D. N. Kanjilal on 28-3-88 and he kept his belongings in the quarter, but Rampat Rajbhar, Security Guard broke open the lock of the quarter on 30-8-88 and took away the belongings of Shri Kanjilal and allegedly occupied the said quarter forcibly. When Shri Kanjilal asked the concerned workman to return his belongings and vacate his quarter the latter abused the former and also threatened him with dire consequences. Shri Kanjilal made a complaint dated 1-4-88 to the management. On receipt of the above complaint the concerned workman was charge-sheeted vide order dated 7/8-4-88 and was placed under suspension Pending enquiry. He replied to the chargesheet which was not found satisfactory. After conclusion of the domestic enquiry the workman was released from suspension with effect from 16-6-89. It has been submitted that the action of the management in not allotting a residential quarter to the concerned workman and placing him under suspension pending enquiry is fully justified and the concerned workman is not entitled to any relief.

4. After filing their written statements both the parties did not take any step from 1-9-97 till 17-5-10. Registered notice was sent to both the parties on 20-5-10 fixing the case for adducing evidence by the workman on 19-8-10. On 19-8-10 Shri B. M. Prasad, Advocate, for the management appeared but none appeared on behalf of the workmen. The case was adjourned on that date fixing on 22-10-10 for the same purpose. But again on that date management's counsel appeared, but neither the concerned workman nor union representative appeared. It appears that neither the concerned workman nor the union is interested to contest the case. It appears from the record that this case is pending since last 20 years.

5. In such circumstances, it is needless to keep this case pending for such a long period. Accordingly, I render a 'No Dispute' Award in the present case.

H. M. SINGH, Presiding Officer

नई दिल्ली, 1 फरवरी, 2011

का.आ. 626.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स ई.सी.एल. के प्रबंधत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार, औद्योगिक अधिकरण/श्रम न्यायालय संघ्या-1, धनबाद के पंचाट (संदर्भ संघ्या 156/90) को प्रकाशित करती है, जो केन्द्रीय सरकार को 1-2-2011 को प्राप्त हुआ था।

[सं. एल-20012/332/89-आईआर (सी-1)]

डी.एस.एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 1st February, 2011

S.O. 626.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 156/90) of the Central Government Industrial Tribunal-cum-Labour Court-1, Dhanbad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. E.C.L. and their workman, which was received by the Central Government on 1-02-2011.

[No. L-20012/332/89-IR (C-I)]

D. S. S. SRINIVASA RAO, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. I, DHANBAD

In the matter of a reference U/s. 10 (1) (d) (2A)
of I.D. Act.

Reference No. 156 of 1990

Parties : Employers in relation to the management of
Rajapura Colliery of M/s. E. C. Ltd.

AND

Their Workmen.

Present : Shri H. M. Singh, Presiding Officer

APPEARANCES:

For the Employers : Shri B. M. Prasad, Advocate

For the Workmen : None

State : Jharkhand : Industry : Coal

Dated, the 19th January, 2011

AWARD

By Order No. L-20012/332/89 IR (Coal-I) dated 13-7-90 the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following dispute for adjudication to this Tribunal :

"Whether the demand of Bihar Colliery Kamgar Union (CITU) for employment of the dependent son of Shri M.B. Patel, Attendance Clerk, Rajpura Colliery of M/s. Eastern Coalfields Ltd., w.e.f. April, 1983 is justified ? If not what relief the workman is entitled to?"

2. In this reference case both the parties have filed their respective written statements and rejoinders. Thereafter by order dated 22-7-2010 the case was fixed for

adducing evidence by the workmen on 25-8-10 for which registered notices were sent to the parties. But on 25-8-10 no evidence was produced by the workman though a last chance was given, so the case was adjourned to 21-9-10 for same purpose. On 21-9-10 also none appeared on behalf of the concerned workman. In such circumstances, I was constrained to hold that neither the concerned workman nor the sponsoring union is not interested to contest the case. This case is of the year 1990. So, it is needless to keep this case pending so long.

3. Accordingly, I render a 'No Dispute' Award in the present industrial dispute.

H. M. SINGH, Presiding Officer

नई दिल्ली, 1 फरवरी, 2011

का.आ. 627.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसार में, केन्द्रीय सरकार मैसर्स बी.सी.एल. के प्रबंधतात्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय संख्या-1, धनबाद के पंचाट (संदर्भ संख्या) 102/90) को प्रकाशित करती है, जो केन्द्रीय सरकार को 1-2-11 को प्राप्त हुआ था।

[सं. एल-20012/273/89-आईआर (सी-1)]

डी.एस.एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 1st February, 2011

S.O. 627.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 102/90) of the Central Government Industrial Tribunal-cum-Labour Court-1, Dhanbad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. C.C.L. and their workman, which was received by the Central Government on 1-02-2011.

[No. L-20012/273/89-IR (C-I)]

D. S. S. SRINIVASA RAO, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. I, DHANBAD

In the matter of a reference U/S. 10 (1) (d) (2A) of I.D. Act.

Reference No. 102 of 1990

Parties : Employers in relation to the management of Jharkhand Colliery of M/s. C. C. L.

AND

Their Workmen

Present : Shri H. M. Singh, Presiding Officer

APPEARANCES:

For the Employers : Shri D. K. VERMA, Advocate

For the Workmen : None

State : Jharkhand. Industry : Coal

243 GI/11-27

Dated, the 18th January, 2011

AWARD

By Order No. L-20012/273/89-IR (Coal-I), dated 24-4-1990 the Central Government in the Ministry of Labour, has in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following dispute for adjudication to this Tribunal:

Whether the action of the management of Jharkhand Colliery of M/s. C.C.L., P. O. Jharkhand, Dist. Hazaribagh by not promoting S/Shri Mahendra Prasad, (2) Binod Kumar Chaudhury, (3) Yogeshwar Bharti, (4) Shobhi Lal, (5) Ambika Rajak, (6) Anil Kumar and (7) Rambachan Prasad of Jharkhand Colliery w.e.f. 29-9-86 and not making Payment of their arrear dues is justified? If not, to what relief the workmen concerned are entitled?

In this reference due to non-appearance of sponsoring union, Organising Secretary, Indian Coal Mines Engineering Workers' Association, to file statement of claim inspite of repeated notice, a 'No Dispute' Award was passed on 27-12-90. But on 17-1-91 a petition was filed by the sponsoring union praying to recall the award and to hear the matter afresh. Considering the Petition of the sponsoring union the 'no dispute award' was set aside and restored the reference to its original file.

After that both the parties appeared and took steps. But again the sponsoring union failed to appear on some dates. Thereafter the case was fixed for adducing evidence by the management for which notices were sent to both the parties by registered post fixing the case on 11-8-10. Since the case related to the year 1990, a last chance was given to adduce evidence by the management.

On 11-8-10 neither the concerned workmen nor the sponsoring union appeared. In such circumstances I am constrained to hold that neither the concerned workmen nor the sponsoring union are interested to contest the case further.

4. Accordingly, I render a 'No Dispute' Award in the present reference case.

H. M. SINGH, Presiding Officer

नई दिल्ली, 1 फरवरी 2011

का.आ. 628.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसार में, केन्द्रीय सरकार मैसर्स बी.सी.एल. के प्रबंधतात्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय संख्या-2, धनबाद के पंचाट (संदर्भ संख्या) 32/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 1-2-11 को प्राप्त हुआ था।

[सं. एल-20012/321/99-आईआर (सी-1)]

डी.एस.एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 1st February, 2011

S.O. 628.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 32/2001) of the Central Government Industrial Tribunal-cum-Labour Court-2, Dhanbad as shown in the Annexure in the industrial dispute between the employers in relation to the management of M/s. B.C.C.L. and their workman, which was received by the Central Government on 1-2-2011.

[No. L-20012/321/99-IR (C-I)]

D. S. S. Srinivasa Rao, Desk Officer

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL NO. 2, AT DHANBAD.**

Present : Shri Kishori Ram, Presiding Officer

**In the matter of an Industrial Dispute under Section 10(1)
(d) of the I.D. Act., 1947.**

Reference No. 32 of 2001

**Parties : Employers in relation to the management of E. J.
Area of M/s. BCCL and their workman.**

APPEARANCES :

**On behalf of the workman : Mr. S. N. Goswami,
Advocate.**

**On behalf of the employers : Mr. U. N. Lal,.
Advocate**

State : Jharkhand : Industry : Coal.

Dated Dhanbad, the 11th January, 2011

AWARD

The Government of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1) (d) of the I.D. Act. 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012/321/99-IR(C-I) dated, the 2nd February, 2000—

SCHEDULE

"Whether the action of the management of Bhowra (N) Colliery of Mr. BCCL in dismissing Shri Bhikha Mallick from the services of the company w.e.f. 30-1-1995 is justified ? If not, to what relief the workman is entitled ?"

2. The case of the workman Bhikha Mallick (now deceased) is that he was a permanent D. C. Loader of Bhowra (N) U.G. Colliery/Mines continuously since 1-10-1979. He maintained his service without any stigma during his long tenure. The management issued chargesheet dated 12-11-1994 for unauthorised absence from his duty from 22-9-1994, because he absented from his duty in order to attend to his seriously ailing aunt as a sole member of his family to look after her; despite his best efforts, she expired, subsequently he became

ill and underwent treatment, so the circumstances being beyond control he could not report. It and after his recovery and completion of Shraddh Ceremony he submitted his medical certificate and requested the management to resume his duty but he was not allowed. Though the departmental enquiry to be held was fixed on 22-12-1994 yet it was adjourned to 30-12-1994, the enquiry proceeding was concluded on the same day without giving him reasonable opportunity to defend. The Enquiry Officer under influence and pressure submitted his enquiry report without supplying its copy, depriving him of his right to appealing before the Competent Authority. The aforesaid enquiry was not fair, proper rather against the principle of natural justice. Accordingly the management dismissed the workman from his service on the basis of the enquiry report which was quite illegal and unjustified. Besides that the chargesheet and the letter of dismissal being issued by the Project Officer of the colliery concerned who was neither competent disciplinary authority nor appointing authority under the Mines Act 1952 as well as the Certified Standing Order. The chargesheet was too vague, for the proceeding so his dismissal as a major penalty was liable to be set aside and the workman was legally entitled for his reinstatement in the service, because his aforesaid compelling absence being unintentional was not a misconduct of higher gravity nor it lost any lien on his employment. It is alleged that the management has considered similar cases of dismissal for absenteeism and reinstated them in the employment. Thus the case of the workman, whose wrongly disemployment might put his family members to distress, is worth considering.

3. During the reference, the workman since died on 25-2-2004 as per his death certificate dtd. 13-3-2004, has been substituted with his son Basdeo Mallick by virtue of his affidavit dated 2-7-2004 vide Order dated 5-7-2004 on his petition.

4. Whereas the case of the management is that the original workman Bhikha Mallick was though working as D.C. Loader of Bhowra (N) U.G. Mine yet was a habitual absentee, for which several chargesheets Nos. 163 dated 3-9-93, 193 dated 19-11-93 and 95 dated 4-7-94, against which he was given warning and 10 days suspension were confirmed respectively. Despite ample opportunity to him to improve himself, he could not improve up to the mark in his performance. His attendance during the last 3 years before his dismissal were Nil, 91 and 1.8 days in the years 1991, 1992 and 1993 respectively. In the present case he unauthorisedly absented again from his duty since 22-9-1994. On filing his reply (Ext. M-2) to the chargesheet (Ext. M-1) unsatisfactory the enquiry was conducted by the Enquiry Officer, who submitted his report (Ext. M-5). The workman also participated in the enquiry. On the consideration of the enquiry report, the Disciplinary Authority found the

charges of habitual absentism and habitual indiscipline fully established, and accordingly dismissed him as per dismissal order dated 30-1-1995 (Ext. M-7). On supplying the copy of the enquiry report to the workman before his dismissal, he had accepted his guilty in course of enquiry. So the action of the management in dismissal of the concerned workman from his service of the company due to habitual absentism is alleged to be just, fair and proper as per policy of the company.

5. In the instant case I find that on the examination of MW-1 R. J. Ram, Personnel Manager posted at Sudamdh Colliery who had held the enquiry as the Enquiring Officer, the predecessor of the Tribunal held that the domestic enquiry was fair, proper and in accordance with the principle of natural justice as per Order dated 5-4-2006. The aforesaid Mr. R. J. Ram as MW-1 in addition to the aforesaid enquiry documentary proof has also proved the note dated 13-12-94, enquiry proceeding dated 30-12-94, notesheet prepared by the office of the General Manager dtd. 19-1-95 and the approval of the dismissal approved by the G. M. on 23-1-95 as Exts. M-3, M-4 series, M-6, series respectively.

FINDING WITH RESASON

6. At the very outset I find worth noting that in the instant case MW-1 R. J. Ram has been examined as the Enquiry Officer on the preliminary point whether the domestic enquiry was held fair, proper and in accordance with the principle of natural justice. After holding the domestic enquiry as fair and proper by this Tribunal on 5-4-2006 the case came up for hearing argument on merits.

7. On the consideration the evidence of MW-1 R. J. Ram the Personnel Manager at Sudamdh Coal Washery who held domestic enquiry against the workman Bhikha Mallick I find the following facts as indisputable :—

- (i) The workman was a permanent employee as D. C. Loader at Bhowra (N) U.G. Mines i.e. 16 A Incline.
- (ii) The workman faced the domestic enquiry for his unauthorised absence from his duty from 22-9-1994 as per his chargesheet dtd. 12-11-94 (Ext. M-1).

8. In the instant case, I find that the chargesheet (Ext. M-1) relates to two charges (a) Habitual late attendance or wilful or habitual absence from duty without sufficient cause and (b) Habitual indiscipline or wilful in subordination of disobedience of any lawful or reasonable order of higher authority was under clause 26.1.1 and 26.1.10 of C. S.O. (Certified Standing Order) respectively. So far as previous chargesheets as pleaded by the management in the W. S. having been issued against the workman as well as the aforesaid second charges of habitual indipline has not been substantiated by the MW-1 R. J. Ram as the Enquiry Officer. It is

settled law that the pleading cannot be a substitute for proof as held in the case of Manager, R. B. I. Bangalore-versus S. Mani and other reported in 2005 (105) F. L.R. 1067 (S).

9. All along the enquiry proceeding, the representation of workman as stated in his reply dated 9-12-94 (M-2) as also in his statement (Ext. M-4/1) before the Enquiry Officer is that due to serious illness of his aunt whom nobody was to look after except him he got busy in her treatment though she expired. The Enquiry Report (Ext. M-5) also carries the aforesaid statement of the workman under its para-5.

10. The aforesaid chargesheet issued to the workman had the direction to him to explain in writing within 48 hours of the receipt of it but such explanation of his conduct within 48 hours relates to Minor Penalty under clause 27.1 as contrasted with Clause 27.2 under hearing "Major Penalty" of the Certified Standing Order and the later sub-clause provides an opportunity to the workman to explain his conduct within a period of 7 days though the concerned workman submitted his reply to the chargesheet on 9-12-1994. On the consideration of the dismissal order given by the management to the workman (Ext. M-7) which is based on the enquiry report dated 4-1-94 (Ext. M-5) I find that the workman was allegedly found guilty of the charges of unauthorised absence as levelled against him in the Chargesheet. But unfortunately only first charge for his wilful absence from 22-9-94 has been proved against him and the workman had fully justified his absence due to serious illness of his aunt followed by her demise during the domestic enquiry. It is evident from the aforesaid stance of the management that the workman was apparently victimised because of his dismissal from the permanent service on the vague charges stated in the chargesheet. The very dismissal order dated 27/30-1-95 was issued by the Project Officer who appears not the competent authority to do so. In addition to the aforesaid facts, I find the glaring mistake on the part of the management no second show cause was issued by the competent authority concerned to the workman about his punishment before dismissal as per the principle of natural justice.

11. In view of the aforesaid finding I find that the punishment of dismissal awarded to the workman concerned for his absence was quite disproportionate to his absence in issue. Therefore, I hold that the action of the management concerned in dismissal of Shri Bhikha Mallick from his service of the company with effect from 30-1-1995 is thoroughly illegal and unjustified. Since the workman died on 25-2-2004 as per his death certificate dated 13-3-2004 (a public document) during the tenure of his service, his dependent son Basdeo Mallick as substituted petitioner deserves appointment on compassionate ground in place of his deceased father late Bhikha Mallick as the aforesaid defendant son Basdeo Mallick is entitled to. Management is directed

to implement the Award within 3 months from the date of its publication in the Gazette of India.

KISHORI RAM, Presiding Officer

नई दिल्ली, 1 फरवरी 2011

का.आ. 629.—ओद्योगिक विवाद अधिनियम, 1947 (1947 का 14) को धारा 17 के अन्तरण में कन्द्रीय सरकार द्वारा सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट ओद्योगिक विवाद में कन्द्रीय सरकार द्वारा ओद्योगिक अधिकरण/श्रम न्यायालय संख्या-2 धनबाद के पंचाट (संदर्भ संख्या 83/2004) को प्रकाशित करती है, जो कन्द्रीय सरकार को 1-2-11 को प्राप्त हुआ था।

S.O. 629.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 83/2004) of the Central Government Industrial Tribunal cum Labour Court-2, Dhanbad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. B.C.C.L. and their workman, which was received by the Central Government on 1-02-2011.

[No. L-20012/50/2005-I.R.(C-I)]

लेटर डाक अधिकारी द्वारा दिल्ली विधायिक विवाद अधिकारी को संभाला जाता है।

D.S. S. SRINIVASA RAO, Desk Officer

कानूनी विवाद अधिकारी को संभाला जाता है।

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT को संभाला जाता है।

INDUSTRIAL TRIBUNAL NO. 2 AT DHANBAD को संभाला जाता है।

Present **Smt. Kishori Ram, Presiding Officer** को संभाला जाता है।

In the matter of an Industrial Dispute under Section 10(1)

(d) of the I.D. Act, 1947.

Reference No. 83 of 2005

Parties: Employers in relation to the management of B.C.C.L. W. W. Zone and their workman.

APPEARANCES: ग्रन्थालय के लिए नियमित विवाद अधिकारी को संभाला जाता है।

On behalf of the workman: **Mr. D. N. Banerjee** Advocate

On behalf of the employers: **Mr. U. N. Lall** Advocate

State: Jharkhand

Industry: Coal

Dated, Dhanbad, the 18th January, 2011.

ORDER को संभाला जाता है।

The Government of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1) (d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012/50/2005-I.R. (C-I), dated, the 26th July, 2005.

SCHEDULE

Whether the action of the management of Moonidin Coal Washery of M/s. B.C.C.L. in dismissing Sri Tushar Kanti Chaudhury, Sr. Technical Inspector (Q.C.) from the services w.e.f 2-8-2004 is justified? If not, to what relief the concerned workman is entitled?

2. Shri D. N. Banerjee, Ld. Advocate with authorisation petition duty under signature of workman Tushar Kanti Chaudhury along with petition for withdrawal of industrial dispute filed on behalf of the aforesaid workman, is present on his behalf and Mr. U. N. Lall, Ld. Advocate for the management is also present. Moving the petition of withdrawal of the industrial dispute case on behalf of workman, Mr. Banerjee Ld. Counsel for the workman submits that the case has been fixed for filing W.S. by the parties, but the workman does not want to proceed with the case further. So he begs for permission of the Court to withdraw the dispute or to drop it. Mr. U. N. Lall, Ld. Advocate for the management did not oppose to it.

3. Perused the case record, I find that the schedule relates the dismissal of workman, Tushar Kanti Chaudhury, Senior Technical Inspector (Q.C.) from the services with effect from 2-8-2004 under adjudication. The case has been running for filing documents on behalf of the workman. But meanwhile, the workman does not want to proceed for the reason as orally submitted by his aforesaid Ld. Counsel D. N. Banerjee, Advocate that he has already retired from his service 5 years back. So he seeks withdrawal of his case. Since the case has been referred by the Labour Ministry, New Delhi, so it cannot be withdrawn, rather in view of his disinclination to proceed with the case, the case is closed and accordingly, order is passed.

KISHORI RAM, Presiding Officer

नई दिल्ली, 1 फरवरी 2011

का.आ. 630.—ओद्योगिक विवाद अधिनियम, 1947 (1947 का 14) कीधारा 17 के अन्तरण में कन्द्रीय सरकार द्वारा सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट ओद्योगिक विवाद में कन्द्रीय सरकार द्वारा ओद्योगिक अधिकरण/श्रम न्यायालय संख्या-2, धनबाद के पंचाट (संदर्भ संख्या 116/99) को प्रकाशित करती है, जो कन्द्रीय सरकार को 1-2-11 को प्राप्त हुआ था।

[सं.एल-20012/220/98-आइआर (सी-1)]

लेटर डाक अधिकारी द्वारा दिल्ली विधायिक विवाद अधिकारी को संभाला जाता है।

New Delhi, the 1st February, 2011

S.O. 630.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 116/99) of the Central Government Industrial Tribunal cum Labour Court-2, Dhanbad as shown in the Annexure in the

Industrial Dispute between the employers in relation to the management of M/s. B.C.C.L. and their workman, which was received by the Central Government on 1-02-2011.

[No. L-20012/220/98-IR (C-I)]

D. S. S. SRINIVASA RAO, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL NO. 2 AT DHANBAD.

PRESENT : Shri Kishori Ram, Presiding Officer.

In the matter of an Industrial Dispute under Section 10(1)

(d) of the I.D. Act, 1947.

Reference No. 116 of 1999

Parties : Employers in relation to the management of Kusunda Area of M/s. BCCL and their workman.

State : Jharkhand Industry : Coal.

Dated, Dhanbad, the 17th January, 2011

AWARD

The Government of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1) (d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012/220/98-IR dated, 29-1-99.

SCHEDULE

“Whether the action of the management of Kusunda Area of BCCL in not regularising Sri Habu Das in Clerical Cadre although he is performing the work of a clerical as per order of the management of various dates, is justified? If not, to what relief the workman is entitled to?”

2. The concerned workman Habu Das is personally present. But none appears on behalf of the management.

3. Today, it is fixed for hearing over the petition previously filed on behalf of the union represented through Ld. Lawyer B. N. Singh, Advocate and also under the signature of workman Habu Das as a witness accompanied with the Office Order of the management 28-2-2009 as well as a petition along with a Memorandum of Settlement in Form H (in six copies) in the pen and signature of the workman. The workman Habu Das himself submits that he has got from BCCL Headquarters, Koyla Bhawan the letter No.154 dated 28-2-2009 that he along with other PR/TR employees, who were engaged/deployed in Ministerial/Clerical job prior to 31-12-2002, are continuing on the said job till the date, they have been regularised in Clerical Grade-III with pay protection. As such the workman prays for not contesting the case.

4. The present schedule under adjudication relates to unregularisation of workman Habu Das in Clerical Grade by the management of Kusunda Area of BCCL, despite his performance as a clerk as per order of the management on various dates.

5. From the perusal of the Memorandum of Settlement it is clear that none of the copies thereof bears the signature of the representative of the union concerned, though it bears the signature of the workman Habu Das as well as those of the management authority concerned. Yet the Office Order dated 28-2-2009, which has been filed along with the petition on behalf of the workman representative RCMS, mentions the name of workman Habu Das along with other 11 workmen Arjun Singh and others; it mentions the regularisation of this workman along with his colleagues in Clerical Grade-III with pay protection. The petition filed on behalf of the representative union through his Lawyer Shri B. N. Singh, Advocate mentions that the workman/union unequivocally but amicably settled the dispute in issue with the management as also agreed by the management that the services of the workman Habu Das has been regularised in Clerical Grade-III with effect from 31-12-2000 and on his transfer, he has been working accordingly at Basseriya Colliery Kusunda Area VI of M/s. BCCL.

Under these circumstances, I find that the dispute under adjudication has been amicably settled. So no dispute exists anymore for adjudication, as it requires no proceeding further for the present. Hence, the case is closed and accordingly order is passed.

KISHORI RAM, Presiding Officer

नई दिल्ली, 1 फरवरी, 2011

का.आ. 631.—ओद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स बी.सी.सी.एल. के प्रबंधतात्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट ओद्योगिक विवाद में केन्द्रीय सरकार ओद्योगिक अधिकरण/श्रम न्यायालय संचया-2, धनबाद के प्राजाट (सरदर संचया 75/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार द्वारा 1-2-11 को प्राप्त हुआ था।

[सं. एल-20012/44/2005-आई.आर. (सी-1)]

डी. एस. एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 1st February, 2011

S.O. 631.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 75/2005) of the Central Government Industrial Tribunal-cum-Labour Court-2, Dhanbad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. B.C.C.L. and their workman, which was received by the Central Government on 1-2-2011.

[No. L-20012/44/2005-IR (C-I)]

D. S. S. SRINIVASA RAO, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL NO. 2 AT DHANBAD

Present : Shri Kishori Ram, Presiding Officer

In the matter of an Industrial Dispute under Section 10(1)
(d) of the I.D. Act, 1947

Reference No. 75 of 2005

Parties : Employers in relation to the management of Sijua
Area of M/s. B. C.C.L. and their workman

APPEARANCES:

On behalf of the Workman : Shri Ram Ratan Ram,
Advocate

On behalf of the employers : Shri D. K. Verma, Advocate.

State : Jharkhand : Industry : Coal

Dated, Dhanbad, the 5th January, 2011

AWARD

The Government of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1) (d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012/44/2005-I.R. (C-1) dated, the 26th July, 2005.

SCHEDULE

"Whether the action of the management of Loyabad Colliery of M/s. BCCL in dismissing Sri Nil Madhab Bhuria from the services of the company w.e.f. 03-7-2003 is fair and justified? If not, to what relief is the concerned workman entitled?"

2. The case of the workman Nil Madhab Bhuria is that ex-M/L as permanent M/L had been sincerely and punctually working in Loyabad Colliery under Sijua Area of M/s. BCCL since his appointment on 25-9-95. Suddenly he went to his village where he seriously fell ill suffering from peculiar disease, for which he got Baidic treatment of herbal medicine. After recovery from his illness, he represented before the management to resume his duty on 28-8-2001 but he was not allowed to do so rather the management took long time to hold a domestic enquiry which was unfair and unjustified. Being illiterate, he could not inform the management of his illness. But the management dismissed him from his service with effect from 3-7-2003 without any rhyme or reason, so the workman is entitled to reinstate in his service with full back wages.

3. Whereas specifically denying the aforesaid facts of the workman, the management pleaded that though the workman was a permanent Miner/Loader of Loyabad Colliery yet he began to absent from his duty since 11-7-2001 in an unauthorised way which amounted a misconduct as per clause 26.7.1 of C. S.O. Hence he was chargesheeted vide chargesheet dated 4-2-2003 (Ext. M-2) for his aforesaid unauthorised absence. On receipt of the chargesheet (Ext. M-2) followed by notices Ext. M-4 & M-5 series. The workman submitted his reply (Ext. M-3) which was found unsatisfactory by the Disciplinary Authority. Consequently Shri Surendra Prasad, Sr. Personnel Officer of the Colliery was appointed as Enquiry Officer by the Disciplinary Authority (Ext. M-1). Accordingly he had held a domestic enquiry into the charge against the workman in accordance with the

principle of natural justice, and found him guilty of the charges. So the Enquiry Officer submitted his enquiry report (Ext. M-7) along with notesheets (Ext. M-8). The Disciplinary Authority conceding to the finding of the enquiry report and in lack of non-representation of the workman in response to the enquiry report dismissed him as per his dismissal letter dated 3-7-2003 (Ext. M9).

4. Further, it is alleged that before his dismissal, the Disciplinary Authority had considered past record of the workman and found him as habitual absentee; that previously he was also chargesheeted for his absentism and accordingly he was awarded punishment of stoppage of 2 S. P. R.A., even then the workman committed the same misconduct. His attendance for the last three years were found 163, 152, and 73 days in the year 1999, 2000 and 2001 upto 28-8-2001 respectively. As such, his dismissal was quite legal justified after holding a domestic enquiry fair, proper and in accordance with the principle of natural justice.

5. From the perusal of the case record, I find the union representative of the workman in writing accepted the domestic enquiry as fair and proper but with request for argument on merit, and in that prospective, on the submission of Mr. D. K. Verma, Advocate for the management, the relevant documents concerning the domestic enquiry were marked as Exts. M-1 to M-9; hence it came up for argument on behalf of both the sides on merit.

6. In view of the admitted facts in the present case, I find the following facts as indisputable;

- (i) The workman concerned was permanent employee as Miner/Loader in Loyabad Colliery :
- (ii) The concerned workman unauthorisedly got absent from his duty since 11-7-2001 for which he faced the domestic enquiry by participating in it.
- (iii) The case has proof of punishment by stoppage of his 2 S. P. R. A. awarded against the workman for his previous absentism in the year 2000 as apparent from Ext. M-8.

7. On the consideration of the documents which was exhibited for the management on the basis of the admission of the union representative-cum-Advocate Ram Ratan Ram for the workman, I find that though the workman tried to justify his absence from the duty for the disputed period due to his sudden illness he had represented in the enquiry which was held, he sought apology for it as apparent from his statement under his signature before the Enquiry Officer and the same appears to be contradictory as stated in his reply (Ext. M-3) (under his signatures). I am tempted to quote the case of General Manager, Hindustan Zinc Ltd-versus-Union of India 2005 LLR 328 (Rajasthan High Court), in which it has been held : 'Dismissal of a workman for habitual absence will be justified even if the absence was due to alleged illhealth'.

8. Therefore, I find and hold that the action of the management of Loyabad Colliery of M/s. BCCL in dismissal of workman Nil Madhab Bhuria from his services with effect from 03-7-2003 was fair and justified. Consequently, he is not entitled to any relief.

KISHORI RAM, Presiding Officer

वर्ष दिल्ली, 1 फरवरी, 2011

का.आ. 632.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, जेन्नरीय सरकार मैसर्स बी.सी.सी. एल. के प्रबंधित के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में विदिषा औद्योगिक विवाद में जेन्नरीय सरकार औद्योगिक अधिकरण/अन्न व्यावालय संख्या-2, धनबाद को पंचाट (संख्या 50/98) को प्रकाशित करती है, जो केन्द्रीय सरकार को 1-2-2011 को प्राप्त हुआ था।

[सं. एल-20012/425/96-आईआर(सी-1)]
डॉ. एम. एस. श्रीनिवास राव, डॉक्टर अधिकारी

New Delhi, the 1st February, 2011

S.O. 632.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 50/98) of the Central Government Industrial Tribunal-cum-Labour Court-2, Dhanbad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. B.C.C.L. and their workmen, which was received by the Central Government on 1-2-2011.

[No. L-20012/425/96-IR (C-I)]

D. S. S. SRINIVASA RAO, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (No. 2) AT DHANBAD

Present : Shri Kishori Ram, Presiding Officer

In the matter of an Industrial Disputes under Section
10(1)(d) of the I.D. Act., 1947

Reference No. 50 of 1998

Parties : Employers in relation to the management of
M/s. BCCL and their workmen

APPEARANCES :

On behalf of the workman : Shri Yogeshwar Yadav
the concerned workman
himself.

On behalf of the employers : Mr. D. K. Verma,
Advocate.

State : Jharkhand

Industry : Coal

Dated, Dhanbad, the 6th January, 2011

AWARD

The Government of India, Ministry of Labour, in
exercise of the powers conferred on them under Section

10(1)(d) of the I.D. Act, 1947 has referred the following
dispute to this Tribunal for adjudication vide their Order No.
L-20012/425/96-IR(Coal-I), dated the 20th February, 1998.

SCHEDULE

"Whether the action of the management in denial
to regularise Sri Yogeshwar Yadav as Electrical
Supervisor, T & S Grade-A since 7-1-86 is
justified ? If not, to what relief the concerned
workman is entitled ?"

2. The case of the workman Yogeshwar Yadav is that with his Supervisory licence/certificate in electrical trade from the Licencing Board, Govt. of Bihar since earlier than 7-1-86 as a pre-requisite qualification for the work of Electrical Supervisor, he had been independently working as Electrical Supervisor by performing the work over high tension line, overhead line, those connected with the yard of 33 KV or 11 KV O.C.B. and their distribution thereof in his shift as per entries in the registers of daily log book and registers concerned of D.G. Station, sub-station Jealgora. From 28-1-94 the works to be done by an Electrical Supervisor, were being taken from him in his shift after his posting in Bararee No. 6 Section of Bhulanbararee Colliery where he also performs the work of repair of overhead line, that of sub-station O.C.B., of underground mines, electrical starters, S.D.L Machine, Haulage, resistance and control as well as other high tension machineries. The aforesaid works were and are being performed by him independently as per Indian Electricity Rules by virtue of his aforesaid qualifications since earlier than the aforesaid date, yet he was not regularised in T & S Grade-A Electrical Supervisor from appropriate retrospective date with all benefits therefor by the management, though upon his persuasion and representation, the management regularised him with much below in lower T & S Grade-C with his designation as Asstt. Foreman not befitting for him with effect from 28-1-94 only with the notional seniority from 7-1-86 which is contrary to the Cadre Scheme to be followed in his case. Upon the failure of the conciliation in his industrial dispute raised before the ALC(C), Dhanbad, the case came up for adjudication before this Tribunal. However, pleaded in the rejoinder of the workman that he comes under NCWA, and that a person having 3 or more than 3 years experience with the Supervisory licence for surface is to be promoted as an Electrical Supervisor in the aforesaid Grade-A.

3. Whereas the pleadings of the management as the opposite party is that he is not a workman as defined in the I.D. Act, 1947. He only supervises the job of the workman of the colliery, but doing not any manual job. The workman Yogeshwar Yadav was posted as Electrician in Cat. VI at D.G. Station of Jealgora, was subsequently promoted to T & S Grade as Asstt. Foreman Electrical with effect from 7-1-86 having supervisory certificate for surface. Since his transfer to Bararee Colliery in January, 1994, he has been

working as Technical Supervisor Grade-C, his certificate was not valid for mining purpose, because promotion in next higher grade as for the Cadre Scheme for E & M personnel pre-supposes the requisite qualification-supervisory certificate for mining post, but the workman has no such essential qualification for it. Moreover, the designation of Electrical Supervisor, Grade-A does not exist as per job nomenclature in cadre scheme etc. of the company. However, on consideration of stagnation, the management provided him supervisory Grade-B under S.L.U. The present qualification of the concerned workman does not make him eligible for any regularisation in Technical Supervisory Grade-A. So his such demand is illegal and unjustified.

4. On the scrutiny of the oral and documentary evidence as adduced on behalf of the concerned workman and the management, I find the admitted facts as stand out as under :—

- (i) Initially before 1986, the workman was posted as Electrician in Cat. VI at D.G. Station, Jealgora.
- (ii) The management promoted him to the post of Asstt. Foreman Electrical Grade-C with effect from 1-7-1986.
- (iii) On the basis of S.L.U. (Service Linked Upgradation), the management provided him the wages of Grade-B.
- (iv) And lastly the workman does not possess a licence to work in the underground.

5. The contention of the workman in the back drop of his own case is that he has been possessing Electrical Supervisory Certificate issued by the competent authority on 7-1-1986. But not a single document produced as a proof of his such claim. His further plea that other workman of the BCCL concerned possessing the same qualification of Electrical Supervisory Certificate have been given T & S Grade-A from the date of their certificate issued by the competent authority is untenable, because of the fact that it was never pleaded in his pleading. However, office order dated 16-7-1982 (Ext. W-1) as also contended by the workman, shows 9 persons as enumerated therein on passing their electrical supervisory examination followed by authorisation to work as Electrical Supervisor, were regularised to the post of Electrical Supervisor Grade-A in the pay scale of Rs. 722,...1278 whereas admittedly the workman as an Asstt. Foreman in Grade-C was promoted. Office Order dated 22-10-2001 of C.M.E./Project Officer Bararee Colliery (Ext. W-2) shows that the workman Yogeshwar Yadav along with 2 others was assigned the work of Electrical Supervisor at Bararee Colliery which seems to have been passed for the purpose of smooth functioning and rationalisation of work concerned. So this proof by no means supports the claim of the workman.

6. The concerned workman Yogeshwar Yadav as WW-1 on the basis of his present qualification has claimed for his entitlement to get Technical Grade-A with effect from 1986 instead of Grade-C as justified. But on the other side, Awadesh Sharma, Superintending Engineer (E & M), MW-1, of Bararee Colliery has clearly stated the claim of the concerned workman as unjustified, because for getting promotion in the post of Electrical Supervisor, the workman must possess Electrical Supervisory licence (for surface and the underground) which is granted by the D.G.M.S. who is the licencing authority. In view of the present status of the workman, Shri D. K. Verma, Ld. Counsel for the management relying upon the authority; 2004 SCC (L & S) 264 (DB), Ramanuj Prasad-versus-Coal India Ltd. & others has submitted as held therein, that 'in absence of the order of promotion passed in his favour, the employee has no legal right/claim based on officiation in the promotional post for the last 10 years (para-7) appears to be plausible in the present case. I find that the claim of this workman for promotion to the Electrical Supervisor (T & S) Grade-A with retrospective effect i.e. 7-1-86 in baseless and devoid of merits whatsoever worth considering.

7. On all considerations of the entire facts and legal position of both the parties, I find and hold the action of the management in denial of regularisation of workman Yogeshwar Yadav as Electrical Supervisor, T & S Grade-A since 7-1-86 is quite justified and legal. So the workman concerned is not entitled to get any relief.

KISHORI RAM, Presiding Officer

नई दिल्ली, 1 फरवरी, 2011

का.आ. 633.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स सी.सी.एल. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय संख्या-2, धनबाद के पंचाट (संदर्भ संख्या 34/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 1-2-2011 को प्राप्त हुआ था।

[सं. एल-20012/194/2002-आईआर(सी-1)]

डी. एस. एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 1st February, 2011

S.O. 633.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 34/2003) of the Central Government Industrial Tribunal-cum-Labour Court-2, Dhanbad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. C.C.L. and their workman, which was received by the Central Government on 1-02-2011.

[No. L-20012/194/2002-IR (C-1)]
D. S. S. SRINIVASA RAO, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL (No. 2) AT DHANBAD

Present : Shri Kishori Ram, Presiding Officer

In the matter of an Industrial Dispute under Section 10 (1)
(d) (2A) of the I.D. Act., 1947

Reference No. 34 of 2003

Parties : Employers in relation to the management of
Kalyani Project of M/s. C.C. Ltd and their
workman.

APPEARANCES :

On behalf of the workman : Shri Bharat Mahato, the
concerned workman
himself.On behalf of the employers : Mr. D. K. Verma,
Advocate.

State : Jharkhand. Industry : Coal.

Dated, Dhanbad, the 4th January, 2011

AWARD

The Central Government of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012/94/2002-IR(Coal-I), dated, the 10th March, 2003

SCHEDULE

“Whether the action of the management of Kalyani Project of M/s. C.C. Ltd. not to provide employment to Sh. Bharat Mahato, dependent son of late Jego Mahato ex-PR/TR is justified? If not, to what relief is the said dependent of the workman concerned entitled?”

2. The case under reference relates to the providing of employment to Sh. Bharat Mahato, dependent son of late Jego Mahato (Jego Mahato) by the management of Kalyani Project of M/s. C.C. Ltd.

3. To-day the petitioner Bharat Mahato as well as Shri D. K. Verma, Ltd. Advocate for the management is present.

4. A petition filed on behalf of the union as well as the aforesaid petitioner along with its one copy and one photo copy of this appointment letter issued by the management to the petitioner himself present in the Court,

and it has been prayed on his behalf that since the management has provided employment to him with effect from 28-6-2010, for which this reference case was brought by him, so the union and he decline to contest the case and 'No dispute' Award or any order may be passed.

5. On the perusal of the case record, it is evident that the case was running for the evidence of the management but meanwhile the aforesaid petition has been filed for passing an order on the ground that he has got employment as dependent son of his late father Jago Mahato (Jego Mahato), Ex. P.R./T.R. The Learned Counsel D.K. Verma for the management also conceded to it.

6. Considering the aforesaid facts and circumstances, I find and hold that to proceed with the case under consideration related providing employment to the petitioner Shri Bharat Mahato as the dependent son of late Jago Mahato (Jego Mahato), Ex. P.R./T.R. which has been given to the petitioner by letter No. PD/MP/Appt./9-3-0/2710 dated 1-6-2010 is unwarranted, because he has been provided employment in Cat. I under NCWA.VIII. Therefore, the case is closed, and accordingly it is held that the main issue in this reference has been settled. Accordingly the order is passed.

KISHORI RAM, Presiding Officer

नई दिल्ली, 1 फरवरी, 2011

का.आ. 634.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स बी.सी.सी.एल. के प्रबंधतत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/प्रम न्यायालय संख्या-1, धनबाद के पंचाट (संदर्भ संख्या-178/89) को प्रकाशित करती है, जो केन्द्रीय सरकार को 1-2-2011 को प्राप्त हुआ था।

[सं. एल-20012/94/88-डी आई वी (ए)-आईआर(सी-1)]
डी.एस.एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 1st February, 2011

S.O. 634.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 178/1989) of the Central Government Industrial Tribunal-cum-Labour Court-I, Dhanbad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. B.C.C.L. and their workman, which was received by the Central Government on 1-2-2011.

[No. L-20012/94/88-D.IV(A)-IR (C-1)]

D. S. S. SRINIVASA RAO, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL No. 1 DHANBAD

In the matter of a reference U/s. 10 (1) (d) (2A) of I.D.
Act.,

Reference No. 178 of 1989.

Parties : Employers in relation to the management of
Dahibari Colliery of M/s. B CCL.

AND

Their workmen.

Present : Shri H. M. Singh, Presiding Officer

APPEARANCES :

For the Employers : Shri B. M. Prasad,
Advocate.

For the workmen : None

State : Jharkhand. Industry : Coal.

Dated, the 13th January, 2011

AWARD

By Order No. L-20012/94/88-D.IV(A)-IR(Coal-I), dated 24-11-89 the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 referred the following dispute for adjudication to this Tribunal :

"Whether the action of the management of Dahibari Colliery under the General Manager, Chanch Victoria Area in debarring from departmentalisation of Sri Nand Kumar Singh is justified ? If not, to what relief the workman is entitled ?"

2. The case of the concerned workman is that he was working as Clay Cartrige Maker under Sahadeo Singh, Contractor of Clay Cartrige supplier since February, 1985 under the control of the management. Clay Cartrige is an essential material used in blasting of coal comes under prohibited category of work given to the contractor. While he was working as such he got a letter from home that his mother is seriously ill. He went home in the Month of November, 1987. While at his home he was informed by his friend that contractor and management are going to regularise the Clay Cartrige maker in which his name has been left out. The concerned workman and the Union represented to the management regarding regularisation of the concerned workman but the management did not listen at all and hence an industrial dispute was raised which has been referred to this Hon'ble Tribunal for adjudication.

It has been prayed that the Hon'ble Tribunal be graciously be pleased to hold that the action of the management of Dahibari Colliery in debarring from

regularisation of the concerned workman is unjustified and he is entitled to be regularised from the date his co-workers have been regularised.

3. The case of the management is that Sri Sahadeo Singh was a supplier of clay cartridges at the rates fixed between the parties. He was not a contractor for carrying on contract jobs under the direction of the management. Therefore, the claim of the concerned workman that Sahadeo Singh was a contractor and he was a contract labour is incorrect. For meeting the demand of clay cartridges on regular basis, the management decided to manufacture clay Cartridges by engaging it's own workmen. The management did not want to remain at the mercy of a Clay Cartridge Supplier. The management took the decision to select the clay cartridge makers out of the workman engaged by the Clay Cartridge Suppliers on the job of manufacture of clay cartridges. The management called for interview all the applicants who applied for the jobs of Clay Cartridge Mazdoors and were selected according to their merits after ascertaining their previous experience. The concerned workman did not apply for the job of a Clay Cartridge Mazdoor and his name did not appear in the list of workman employed by Sahadeo Singh. Therefore, he was neither called for interview nor was selected as Clay Cartridge Mazdoor, as such not employed. Hence, the concerned workman has no right to claim for employment on any count. He is not entitled to any relief.

4. Both the parties have filed their respective rejoinders admitting and denying the contents of some of the paragraphs of each other's written statement.

5. The concerned workman produced himself as WW-1. He also produced WW-2, Narendra Prasad Singh and WW-3, Chandra Bhushan Mishra. The workman has produced documents which have been marked as Exts. W-1 to W-5.

The management has produced MW-1, Upendra Kumar Sinha and MW-2, P.K. Malaker. Management has produced documents as Exts. M-1 to M-4.

6. By order dated 17-5-2010 the case was fixed for 19-8-2010 for hearing argument. But on 19-8-2010 neither side appeared inspite of sending registered notice to them. Again the case adjourned to 17-9-10 for the same purpose. On 17-9-2010 Shri B.M. Prasad, Advocate, appeared on behalf of the management, but even that date none was present on behalf of the workman. It seems that neither the concerned workman nor the sponsoring union is interested for their demand. It appears from the record that this case is pending since 1989.

7. In view of such circumstances, after hearing Shri B.M. Prasad, Advocate for the management and after going through the written statements of both the sides and considering the evidence on record, I come to the conclusion that the action of the management of Dahibari Colliery under

the General Manager, Chanch Victoria Area in debarring from departmentalisation of Sri Nand Kumar Singh, concerned workman, is justified and accordingly he is not entitled to any relief.

This is my Award.

H. M. SINGH, Presiding Officer

नई दिल्ली, 1 फरवरी, 2011

का.आ. 635.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरतमें, केन्द्रीय सरकार मैसर्स बी.सी.सी.एल. के प्रबंधतांत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम व्यावासय संख्या-1 धनबाद के पंचाट (संदर्भ संख्या 84/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 1-2-2011 को प्राप्त हुआ था।

[सं. एल-20012/353/99-आईआर(सी-1)]

डॉ.प्र.स.प्र. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 1st February, 2011

S.O. 635.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 84/2000) of the Central Government Industrial Tribunal-cum-Labour Court-1, Dhanbad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. B.C.C.L. and their workman, which was received by the Central Government on 01-02-2011.

[No. L-20012/353/99-IR (C-I)]

D. S. S. SRINIVASA RAO, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL No. 1 DHANBAD

In the matter of a reference U/s. 10 (1) (d) (2A) of I.D. Act.

Reference No. 84 of 2000

Parties : Employers in relation to the management of Sijua Area of M/s. B.C.C.Ltd.

AND

Their workmen

Present : Shri H. M. Singh, Presiding Officer

APPEARANCES :

For the Employers : Shri D.K. Verma, Advocate.

For the workman : Shri S.C. Gour, Advocate, & Vice-President, N.C.W.C.

State : Jharkhand.

Industry : Coal.

Dated, the 11th January, 2011

AWARD

By Order No. L-20012/353/99-IR(C-I), dated 28-1-2000 the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 referred the following dispute for adjudication to this Tribunal :

"Whether the demand of the Union before the management of Nichitpur Colliery under Sijua Area of M/s. BCCL to regularise Srijogindra Nonia, as Time Rated Driver, since the workman continuously working as such since 1993 is proper and justified? If so, what relief the workman is entitled to?"

2. The case of the concerned workman is that he was appointed on 4-8-1986 as a piece-rated Miner/Loader, In the year 1989 the management engaged him as haulage Operator, a time-rated job, in Cat-III but continued to pay Group A-A Miner/Loader, without converting from piece-rated to time-rated. In the year 1993 the management directed the workman from Haulage Operator to the job of Driver, a T/R job in Cat. V of NCWA on clear vacancy. Due to acute shortage of Drivers in Nichitpur Colliery, the workman was picked-up for the job, as he had valid Driving Licence issued by the competent District Administrative/ authority. The management neither properly recategorised the workman as Driver nor paid proper Category wages but also intentionally did not pay difference of wages of Cat. V and Cat. V-A. During the period from 1993 to 1996 the workman had put in more than 240 days attendance each year. The management authorised the concerned workman under the Mines Act, 1952 and Rules made thereunder to work as Driver and did not give designation of Driver but as Driver (T) with Group Wages of Group V-A piece rated job. The concerned workman represented before the management several times for his regularisation as time-rated Driver in Cat. V but without any effect. An industrial dispute raised before A.L.C.(C) which was ended in failure and thereafter the present dispute has been referred for adjudication by this Tribunal. 48 employees doing regular jobs of T/R were regularised in Time Rated in the year 1997 but the workman's case was not considered.

It has been prayed that this Hon'ble be pleased to pass an award by directing the management to regularise the concerned workman as Driver in time-rated Job in Cat. V.

3. The case of the management is that the concerned workman was appointed as a Miner/Loader and was working as a Miner/Loader. In the year 1993, the management gave an opportunity to the workman and posted him as a Driver (trainee) to improve his skill. The Time Rated jobs are divided into six categories on the basis

of skill required for performance of such job. A General Mazdoor performed the unskilled job and is fixed in Category-I, whereas the semi-skilled workers are put into Category-II and other type of skilled workman put into Category-III to Cat. IV, according to the skill required by them and adjudging their capacity to perform the skilled job. When the piece rated workers offered the time rated jobs on some consideration or others, they are selected for different time rated job after necessary trade test and according to the skill required by them for performing the various kinds of time rated jobs. They are placed in particular category according to skill they possess. The Union demanded regularisation of the workman concerned as a Driver in Category-V through an industrial dispute. It is relevant to mention that the promotion of any workman in a particular post is a managerial function and prerogative of the management. According to the Rules and Regulations of the management the promotion is to be made through D.P.C. after giving equal opportunity to all workman working in the Industry. The demand of the Union is neither legal nor justified. The management can not promote a single workman by way of regularisation.

It has been prayed that this Tribunal be pleased to hold that the demand of the Union is neither legal nor justified and the concerned workman is not entitled for any relief.

4. Both the parties have filed their respective rejoinders admitting and denying the contents of some of the paragraphs of each other's written statement.

5. The concerned workman, Jogendra Nonia, has examined himself as WW-1 and has proved documents as Exts. W-1 to W-6.

The management has examined MW-1, Babulal Turi and has proved document as Ext. M-1.

6. Main argument advanced on behalf of the concerned workman is that he is doing the job of heavy vehicle driver since 1993. He was appointed as Driver (Trainee). In this respect the concerned workman has filed documents, Ext. W-1 which shows that letter was issued by the management on 9-7-93 by which the concerned workman was transferred from HP Inc. to Nichitpur Gargage and as he was having Heavy Vehicle Driving licence his services were utilised as Driver (Trainee). Another order issued by the management Ext. W-2 on 13-9-97 which shows that he was transferred from one place to another place as Driver (Trainee). As per Ext. W-2/1 Release order dated 24-3-2001 he was released as Driver from Nichitpur Colliery to Sendra Auto Workshop and as per Ext. W-2/2 another office order dated 2-6-2000 it has been mentioned that the concerned workman with other Drivers be placed in Excavation Category 'D' after successfully completion of total training of one year. Again as per Ext. W-2/3 the concerned workman was transferred from one place to

another place on 17-3-2001 and as per Ext. W-2/4 Office Order the concerned workman was transferred from one place to another as Dumper Driver. As per Ext. W-2/5 Office Order dated 7-6-2000 the concerned workman was ordered to report for duty to S.E. (Excvn.) NCCP and as per Ext. W-3 the concerned workman's name has been placed at Sl. No. 9 for reporting to Driver (T) Cat. V. In this respect the concerned workman moved number of application as per Ext. W-4, W-4/1, Ext. W-4/2 and Ext. W-4/3 from time to time.

7. Management's witness MW-1, Babulal Turi, has stated in cross-examination that I cannot say if the concerned workman possessed the heavy driving licence when he was engaged as a driver. As per document proved by the concerned workman Ext. W-1, the management has accepted that he has got Heavy Driving Licence and so he was transferred from one place to another place on 9-7-93. Management's witness also stated further in cross-examination that without driving licence nobody can work as a driver. He has stated that from 1993 the concerned workman is working as a Driver till now. I cannot say if the concerned workman deserves regularisation in Category-V. Still now he is getting wages of Group VA Miner/Loader. I cannot say if any disciplinary action was taken against him. As per Ext. W-3 the concerned workman was proposed by the management to be given Category-V.

The concerned workman has referred BCCL's Certified Standing Order, letter No. D(P)/PS/90/880 dated 20-10-1990 in which it has been mentioned in Para 7.2 at page 2 that a permanent workman is one who is employed on a job of permanent nature for a period of atleast 6 months or who has satisfactorily put in 6 months continuous service in a permanent post as probationer. It shows that the management has taken work from the concerned workman as Heavy Vehicle Driver since 9-7-93, so he is entitled for regularisation as time-rated Driver.

8. Considering the above facts and circumstances, I hold that the demand of the Union before the management of Nichitpur Colliery under Sijua Area of M/s. BCCL to regularise Sri Jogendra Nonia as Time-Rated Driver since the workman has been continuously working as such since 1993 is proper and justified. So the concerned workman is entitled to be regularised as Time-Rated Driver in Category-V after completion of one year's service as Driver (T) with difference of wages. The management is directed to implement the award within 30 days from the date of publication of the Award.

This is my Award.

H. M. SINGH, Presiding Officer

नई दिल्ली, 1 फरवरी, 2011

का.आ. 636.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार द्वैसर्स गैस

अर्थाती ऑफ इण्डिया लिमिटेड के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय संख्या-2, दिल्ली के पंचाट (संदर्भ संख्या 12/1999) को प्रकाशित करती है, जो केन्द्रीय सरकार को 1-2-2011 को प्राप्त हुआ था।

[सं. एल-30012/147/97-आईआर(सी-1)]
डी.एस.एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 1st February, 2011

S.O. 636.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 12/1999) of the Central Government Industrial Tribunal-cum-Labour Court-2, Delhi as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Gas Authority of India Ltd., and their workman, which was received by the Central Government on 1-2-2011.

[No. L-30012/147/97-IR (C-I)]
D. S. S. SRINIVASA RAO, Desk Officer

ANNEXURE

**CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT-II,
KARKARDOOMA, DELHI-110032**

ID No.12/1999

Dated: 21-12-2010

In the matter of dispute between:

Shri Murari Lal & others

... Workmen

Versus

The Manager(personal),
Gas Authority of India Ltd.,
Bhikaji Camma Place, R.K. Puram,
New Delhi.

..Management

AWARD

The Central Government, Ministry of Labour vide Order No.L-30012/147/97-IR-(C-1) dated 30-11-98 has referred the industrial dispute written in Hindi to this Tribunal for adjudication, the English translation of which is as under:

“Whether the demand of All India Mazdoor Trade Union regarding workmen Murari Lal and others as mentioned in the list who are employed through the contractor and working in Gas Authority of India should be treated as direct employees of Gas

Authority of India and they should be regularized from the date of their appointment. In case it is so, to what relief these workmen are entitled to?”

There are total 15 workmen in this case. Workmen namely, B.R.Bharti, P.C.R.Krishnan, Bhopal Singh and Murari have amicably settled their dispute with the management in the Lok Adalat held by this Tribunal on 14-12-2010 and they have received the settled amount of Rs.45,000 each by way of banker's Cheque in full and final settlement of their claim in this ID No.12/1999. These four workmen have already submitted that with this settlement, their entire claim stands satisfied and they have no further claim for reinstatement, any kind of wages or any kind of other allowances/compensation.

As regards the remaining workmen, 5 workmen of this case, namely workmen Ashok (claimant no.14), B.K.Santosh (claimant no. 3),Bholu (claimant no. 15),Mahipal (claimant no.12),and Umesh Aggarwal (claimant no. 4), have already withdrawn all their claims/dispute against the management in this case. The other six workmen are not attending the proceeding for a very long time. They evidently are not interested in the outcome of this reference. In these circumstances, there is no way out except to pass a no dispute award in this case qua the remaining workmen which is passed accordingly. The reference sent by the Central Govt. in ID No. 12/99 stands disposed of accordingly.

Dated: 21-12-2010

SATNAM SINGH, Presiding Officer

नई दिल्ली, 1 फरवरी, 2011

का.आ. 637.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स गो एयरलाइन्स प्राइवेट लिमिटेड के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय संख्या-2, दिल्ली के पंचाट (संदर्भ संख्या 67/2009) को प्रकाशित करती है, जो केन्द्रीय सरकार को 1-2-2011 को प्राप्त हुआ था।

[सं. एल-11012/56/2009-आईआर(सी-1)]

डी.एस.एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 1st February, 2011

S.O. 637.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 67/2009) of the Central Government Industrial Tribunal-cum-Labour Court-2, Delhi as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Go Airlines Pvt. Ltd., and their

workman, which was received by the Central Government on 1-2-2011.

[No. L-11012/56/2009-IR (C-I)]
D. S. S. SRINIVASA RAO, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, KARKARDOOMA, DELHI-110032

ID No.67/09

Dated: 20-12-2010

In The Matter Of Dispute Between :

Jitendra Kumar, son of Shri Lakshmi,
Airport Employees Union, 3, V.P. House,
Rafi Marg, New Delhi-110001.

... Workman

Versus

1. The Base Incharge,
Go Airlines Pvt.Ltd.,
Delhi Regional
Office, Terminal-I,
IGI Airport, New Delhi-110001

2. The General Manager (HR),
Go Airlines Pvt.Ltd.,
J.N.Heredia Marg, Ballard Estate
Mumbai-400001

... Management

AWARD

The Central Government, Ministry of Labour vide Order No.L-11012/56/2009-IR(CM-I) dated 9-11-2009 has referred the following industrial dispute to this Tribunal for adjudication:

“Whether the action of the Management of M/s Go Airlines (India) Pvt.Ltd. as claimed by the Union in terminating the services of Sh. Jitender Kumar, driver, w.e.f. 16-10-2008 is justified and legal? To what relief is the workman concerned entitled?”

Ever since the reference has been sent to this court, workman has never appeared. Notice through registered post was also sent to the workman, but he has not appeared. It appears that he is not interested in the outcome of this reference. In this situation, there is no way out except to pass a no dispute award in this case which is passed accordingly. The reference sent by the Central Government stands disposed of accordingly.

Dated: 20-12-2010

SATNAM SINGH, Presiding Officer

नई दिल्ली, 1 फरवरी, 2011

का.आ. 638.—ऑड्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स इण्डियन एयरलाइन्स के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट ऑड्योगिक विवाद में केन्द्रीय सरकार ऑड्योगिक अधिकरण/श्रम न्यायालय संख्या-2, धनबाद के पंचाट (संदर्भ संख्या 47/1999) को प्रकाशित करती है, जो केन्द्रीय सरकार को 1-2-2011 को प्राप्त हुआ था।

[सं. एल-11012/65/98-आईआर(सी-1)]
डी.एस.एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 1st February, 2011

S.O. 638.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 47/1999) of the Central Government Industrial Tribunal-cum-Labour Court No.-2, Delhi as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Indian Airlines and their workman, which was received by the Central Government on 1-2-2011.

[No. L-11012/65/98-IR (C-I)]
D. S. S. SRINIVASA RAO, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, KARKARDOOMA, DELHI-110032

ID No. 47/99

Dated: 16-11-2010

In the matter of dispute between:

Shri Nitin Kumar Wahi,
Store Helper Staff No.256051
B-4/37, Ashok Vihar-II
Delhi-52.

... Workman

Versus

The Management of Indian Airlines,
Through its General Manager,
(Store & Purchases)
Indian Airlines Ltd. IGI,
New Delhi.

... Management

AWARD

The Central Government, Ministry of Labour vide Order No.L-11012/65/98-IR(C-I) dated 22-1-1999 has

referred the following industrial dispute to this Tribunal for adjudication:

“Whether the dismissal dated 27-1-1995 of Shri Nitin Kumar Wahi, store helper by the management of Indian Airlines, New Delhi is justified, fair and legal? If not, what relief the concerned workman is entitled to and from what date?”

The workman filed his statement of claim in February, 2001. Thereafter, written statement was filed by the management. Rejoinder too, was filed by the workman. Vide orders dated 11-2-2008 this case was transferred from CGIT-I to CGIT-II. Ever since the transfer of this case to this court, the workman has never appeared. No evidence has been led in this case so far. As the workman has not been attending this court sever since the transfer of this case to this court, it is evident that the workman is no longer interested in the outcome of this reference. In these circumstances, there is no way out except to pass a no dispute award in this case which is passed accordingly. The reference sent by the Central Government stands disposed of accordingly.

Dated: 16-11-2010

SATNAM SINGH, Presiding Officer

नई दिल्ली, 2 फरवरी, 2011

का.आ. 639.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स बिमान बैंगलादेश एयरलाइन्स के प्रबंधनत्र के संबंध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकारण/श्रम न्यायालय, कोलकाता के पंचाट (संदर्भ संख्या 01/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 2-2-2011 को प्राप्त हुआ था।

[सं. एल-20013/01/2011-आईआर(सी-1)]
डी.एस.एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 2nd February, 2011

S.O. 639.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 01/2001) of the Central Government Industrial Tribunal/ Labour Court, Kolkata as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Biman Bangladesh Airlines, and their workman, which was received by the Central Government on 2-2-2011.

[No. L-20013/01/2011-IR (C-1)]

D. S. S. SRINIVASA RAO, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT KOLKATA

Misc. Application No. 01 of 2001
U/s. 33A of the I.D. Act 1947
(Arising out of Reference No. 07 of 2001)

Parties : Bangladesh Biman Employees Union,
78C, Park Street (Ground Floor),
Kolkata - 700017.

... Applicant.

- Vs -

Biman Bangladesh Airlines,
(Bangladesh Biman Corporation)
Chowringhee Mansions,
30/C, Jawaharlal Nehru Road,
Kolkata - 700016.

... Opp. Party.

Present : Mr. Justice Manik Mohan Sarkar, Presiding Officer

APPEARANCES :

On behalf of the : Mr. Mihir Bandopadhyay,
Applicant Vice President of the Union

On behalf of the : Mr. Safiqul Islam,
Opp. Party Deputy General Manager

State: West Bengal Industry: Airlines

Dated: 27th December, 2010

AWARD

One joint application from the parties has been filed today and it is contained therein and also submitted by the authorized representatives of both the sides that the dispute involved in the present application under Section 33A of the Industrial Disputes Act, 1947 has been disposed of by way of a mutual settlement in between the parties and as the matter has been settled in between the parties. They do not want to proceed any more with the present reference and a prayer has been made for a consent Award in this application.

2. I have gone through the terms of settlement in the memorandum of settlement annexed with the joint application filed today and I find that the terms are fair, reasonable and in the interest of the parties and the same can be entertained alone; with this application for disposal of the matter.

3. In view of the prayer made in the joint application filed today and also by the version of the authorized representatives of the respective parties. let the present reference be disposed of on amicable settlement in terms

of the memorandum of settlement annexed with the said application filed today.

4. In such a view, an Award on the basis of memorandum of settlement in between the parties is passed accordingly. The joint application together with the memorandum of settlement is made Annexure 'A' of this Award.

JUSTICE MANIK MOHAN SARKAR, Presiding Officer

Dated, Kolkata.

27th December, 2010.

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL KOLKATA**

MISC. CASE No. 01/2001

BETWEEN

BANGLADESH BIMAN CORPORATION (NOW
BIMAN BANGLADESH AIRLINES LTD.)

AND

BANGLADESH BIMAN EMPLOYEES UNION

JOINT PETITION OF COMPRIZE

The humble joint petition on behalf of both parties

Most respectfully Sheweth

1. That the above matter is pending before this Hon'ble Tribunal for adjudication.

2. That both the parties desired to settle the dispute mutually and with that objective held prolonged discussions time to time as Dhaka and Kolkata finally reaching an amicable settlement.

3. That the parties resolved the dispute and signed a Memorandum of Settlement on 06-12-2010. A copy of the said settlement is annexed hereto.

It is therefore prayed that the Hon'ble Tribunal will be graciously pleased to pass a consent award in terms of the settlement annexed hereto.

And for such act of kindness the parties as duty bound shall ever pray.

Sd/-

Mr. Md. Shafiqul Islam
Deputy General Manager Legal Affairs
Biman Bangladesh Airlines Limited
Dhaka.

Sd/-

Mr. Quazi Golam Mohammad (Panna)
Secretary
Bangladesh Bima Employees Union
Kolkata.

VERIFICATION

We, Md. Shafiqul Islam and Quazi Golam Mohammad (Panna) do hereby state that the statements contained in paragraphs 1, 2 & 3 of above petition are statements of facts, true to the best of our knowledge and rest is our humble submission.

Sd/-

Mr. Md. Shafiqul Islam
Deputy General Manager Legal Affairs
Biman Bangladesh Airlines Limited
Dhaka.

Sd/-

Mr. Quazi Golam Mohammad (Panna)
Secretary
Bangladesh Bima Employees Union
Kolkata.

**MEMORANDUM OF SETTLEMENT UNDER SEC 2
(P) OF THE INDUSTRIAL DISPUTES ACT, 1947**
BETWEEN

BIMAN BANGLADESH AIRLINES LTD. AND
BANGLADESH BIMAN EMPLOYEES UNION,
KOLKATA

This agreement has been entered into on this the sixth day of December 2010 between Biman Bangladesh Airlines Ltd. here-in-after referred to as "Airline".

And

Bangladesh Biman Employees Union, Kolkata here-in-after referred to as "Union"

Short Recital

Whereas 05 (five) casual workers as per Annexure A have filed case No. 7/2000 and Misc case No. 01/2001 claiming re-instatement of service with full back wages.

Whereas, the Bangladesh Biman Employees Union, Kolkata representing the workers before the Industrial Tribunal (Central), Kolkata.

Whereas, all the efforts for a settlement failed and the dispute was then referred to the Hon'ble Central Government Industrial Tribunal, Kolkata by the appropriate government for adjudication.

Whereas, the disputes are under litigation for a very long time, both the parties considered to settle the matter afresh and expressed their desire to settle the disputes mutually. Prolonged discussions were held time to time at Dhaka finally reaching to an understanding. A memorandum of understanding was signed at Kolkata on

20th November 2009 subject to approval by the Airlines and acceptance of the concerned workmen.

-sd-

illeigible

Whereas, the Airline informed that Biman Management had approved and accepted the said MOU.

Whereas, the union also informed the management of Airline, that the workers had approved the said MOU.

In consideration of the above matter, the dispute has been resolved on the following terms and conditions:

TERMS OF SETTLEMENT

It is agreed by and between the parties that

1. The airline will pay INR 40,000 (Forty thousand) only to each of the workmen concerned in the dispute under reference No. 7/2000 and Misc 01/2001.

2. The table showing the amount payable to each workman is given in Annexure A which forms a part of the settlement.

3. The airline and the union will jointly approach the Hon'ble Tribunal with the appeal to approve this agreement and graciously be kind enough to pass a consent award on the basis of this agreement.

4. The payment as applicable to the workmen or persons concerned will be made by the airline within 15 days, after such consent award by the court and subject to declaration as such, by the worker concerned as per Annexure-B which forms a part of the agreement.

-sd-

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In witness here of, the parties have signed this agreement on this the sixth day of December 2010.

For and on behalf of

Biman Bangladesh Airlines Ltd.

Sd/-

Mr. Md. Shafiqul Islam

Deputy General Manager Legal Affairs

Sd/-

Mr. Md., Sahidul Islam

Deputy General Manager Revenue

Sd/-

Mr. Mohammed Alauddin

Regional Manager (Eastern India)

For and on behalf of

Bangladesh Biman Employees Union

Kolkata

Sd/-

Mr. Mihir Bandyopadhyay

Vice President

Sd/-

Quazi Golam Mohammed (Panna)
Secretary

Sd/-

Madan Kumar Banik
Vice President

ANNEXURE-A

07/2000 & MiSC. 01/2001

1. Mohammed Sharif	Night Guard	Rs. 40,000
2. Mohammed Kalam	Peon-cum-Cleaner	Rs. 40,000
3. Umesh Raj Banshi	Sweeper	Rs. 40,000
4. Nanda Lal Turia	Do	Rs. 40,000
5. Satyajit Sarkar	Loader, Airport	Rs. 40,000

-Sd-

illeigible

Annexure-B

Receipt

I, the undersigned have filed case reference no. 7/2000 and misc case no. 01/2001 before Industrial Tribunal (Central) claiming re-instatement of service with full backwages through Bangladesh Biman Employees Union, Kolkata.

That during the pendency of the suit before the Industrial Tribunal (Central) effort was made by the union and the Airline to settle the matter out of court.

That after prolong discussion a Memorandum of Settlement was signed between the union and the Airline management and that I am aware of the contents of the said settlement and also gave consent as such in the matter.

Accordingly, undersigned do hereby receive INR 40,000 (Forty Thousand) being full and final settlement of the dispute as above and further I have no claim whatsoever against the Airline management in the matter.

Signature of the
Union Executive

Sd./- illigible

Signature of the
Worker

Sd./- illigible

Name:

Designation:

Address:

-Sd-

illeigible

नई दिल्ली, 2 फरवरी, 2011

का.आ. 640.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स एयर इंडिया लिमिटेड के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, चेन्नई के पंचाट (संदर्भ संख्या 15/98) को प्रकाशित करती है, जो केन्द्रीय सरकार को 2-02-11 को प्राप्त हुआ था।

[सं. एल-11012/37/97-आई आर (सी-I)]

डी. एस. एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 2nd February, 2011

S.O. 640.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.15/98) of the Central Government Industrial-Tribunal-cum-Labour Court, Chennai as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of M/s. Air India Ltd., and their workmen, which was received by the Central Government on 2-2-2011.

[No. L-11012/37/97-IR (C-I)]

D. S. S. SRINIVASA RAO, Desk Officer

ANNEXURE

IN THE CENTRAL GOVT. LABOUR COURT, CHENNAI

PRESENT : Thiru G. V. Sankaranarayananamoorthy, M.A. (Socia.), M.A. (Pub. Adm.) B.L., D.P.M., Presiding Officer

Tuesday the 30th day of November, 2010

Central Government Industrial Dispute No. 15 of 1998

1. B. G. K. Moorthy (Deceased)
2. Mrs. Bhagavathi Raji (wife)
3. K. Geetha (Daughter)
4. K. Sudha (Daughter)
5. K. Indira (Daughter)

No. 75, Abilash Apartments,
4th Block, SF-16, 2nd Floor,
Kannan Nagar, 4th State,
Nanganallur.
Chennai-600061.

...Petitioners

Vs.

1. The Managing Director,
Air India Ltd.,
Air India Buildings,
Nariman Point,
Mumbai-400021.

2. The Director/The Sr. Security Manager,
Air India Ltd.,
Air India Buildings,
Nariman Point,
Mumbai-400021.
...Respondents

AWARD

This dispute has been raised by the petitioners u/s. 2-A(2) of the I.D. Act, 1947 agianst the respondent seeking backwages and all other attendant benefits.

2. The respondents have filed counter statement.
3. Today the case is posted for hearing. Both parties called absent. No representation on behalf of both parties till 5.00 p.m. today. Today posted for arguments of the petitioners finally as last chance. Inspite of that, the petitioners called absent. No representation on behalf of the petitioners till 5.00 p.m. today. It is along pending case. Even in previous hearings also, the petitioners called absent. Sufficient opportunity given. It seems to be the petitioners are not intrested in conducting the case. Hence, due to non-appeareance of the petitioners, this I.D. is dismissed for default. No costs.

Dated at Chennai, this the 30th day of November, 2010.

THIRUG V. SANKARANARAYANAMOORTHY,
Presiding Officer

नई दिल्ली, 2 फरवरी, 2011

का.आ. 641.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार यूनियन बैंक ऑफ इंडिया के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय-II, मुम्बई के पंचाट (संदर्भ संख्या सीजीआईटी-2/47/2009) को प्रकाशित करती है, जो केन्द्रीय सरकार को 1-02-11 को प्राप्त हुआ था।

[सं. एल-12012/44/2000-आई आर(बी II)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 2nd February, 2011

S.O. 641.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.CGIT-2/47 of 2009) of the Central Government Industrial Tribunal/Labour Court-2, Mumbai as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Union Bank of India, and their workmen, which was received by the Central Government on 1-2-2011.

[No. L-12012/44/2000-IR (B-II)]

RAMESH SINGH, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL No. 2, MUMBAI

PRESENT

K. B. KATAKE,
Presiding Officer

Reference No. CGIT-2/47 of 2009

Employers in Relation to the Management of
Union Bank of India

The Chairman-cum-Managing Director,
Union Bank of India,
Union Bank Bhavan,
239, Backbay Reclamation,
Nariman Point,
Mumbai 400 021.

AND

Their Workmen

Shri Gurdeep Singh (Retd.),
103, Carlisle Court,
Clover Villa,
66, Wanawadi,
Pune 411 040.

APPEARANCES:

For the Employer : Ms. P. S. Shetty, Advocate.
For the Workmen : No appearance.

Mumbai, dated the 5th January 2011.

AWARD

The Government of India, Ministry of Labour and Employment by its Order No.L-12012/44/2000-IR (B-II), dated 25-05-2009 in exercise of the powers conferred by clause (d) of sub- section (1) and sub-section 2 (A) of Section 10 of the Industrial Disputes Act, 1947 have referred the following industrial dispute to this Tribunal for adjudication:

“Whether the action of the management of Union Bank of India in terminating the services of Major Gurdeep Singh (Retd.) vide Order dated 23-11-1995 is legal and justified? What relief the workman concerned is entitled to?”

2. After receipt of the reference from Ministry of Labour and Employment, notices were sent to both the parties. The notices of second party workman returned unserved twice with postal endorsement “left address”. The workman has neither approached the Labour Commissioner nor to this Tribunal. His present address is not known. There is no statement of claim on record, therefore, this reference cannot be decided on merits and the same deserves to be rejected for want of prosecution. Thus I proceed to pass the following order:

ORDER

The reference stands rejected for want of prosecution.

Date: 05-01-2011

K. B. KATAKE, Presiding Officer

नई दिल्ली, 2 फरवरी, 2011

का.आ. 642.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार केनरा बैंक ऑफ इंडिया के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, चेन्नई के पंचाट (संदर्भ संख्या 10/2010) को प्रकाशित करती है, जो केन्द्रीय सरकार को 26-1-11 को प्राप्त हुआ था।

[सं. एल-12011/84/2007-आई आर(बी II)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 2nd February, 2011

S.O. 642.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 10/2010) of the Central Government Industrial Tribunal/Labour Court, Chennai now as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Canara Bank, and their workmen, which was received by the Central Government on 26-01-2011.

[No. L-12011/84/2007-IR (B-II)]

RAMESH SINGH, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT
CHENNAI

Monday, the 24th January, 2011

PRESENT: A. N. JANARDANAN, Presiding Officer

Industrial Dispute No. 10/2010

[In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2 (A) of Section 10 of the Industrial Disputes Act, 1947(14 of 1947), between the Management of Canara Bank and their Workmen]

BETWEEN

The Asstt. Secretary : 1st Party/Petitioner
Canara Bank Staff Federation

Vs.

1. The Deputy Manager : 2nd Party/1st Respondent
Canara Bank, HRM Section,
Circle Office, 563/1, Anna Salai,
Teynampet, Chennai-600 018

2. The General Manager, : 2nd Party/2nd Respondent
 Personnel Wing
 Canara Bank Head Office
 112, J.C. Road, Bangalore-560001

APPEARANCES:

For the 1st Party/Petitioner : M/s Balan Haridas,
 Advocates.

For the 2nd Party/
 Management : Sri T.R. Sathya Mohan,
 Advocate.

AWARD

The Central Government, Ministry of Labour vide its Order No. 12011/84/2007-IR(B-II) dated 29-03-2010 referred the following Industrial Dispute to this Tribunal for adjudication.

The schedule mentioned in that order is :

“Whether the action of the management of the Canara Bank in denying the stagnation to Sri K. V. Raman, Clerk after reaching the maximum stage of increment (20th Stage) in the year 1991 is legal and justified? What relief the workman concerned is entitled to?”

2. After the receipt of Industrial Dispute, this Tribunal has numbered it as ID 10/2010 and issued notices to both sides. Both sides entered appearance through their respective counsel and filed their Claim, Counter and Rejoinder Statements as the case may be.

3. The Claim and Rejoinder Statement contentions briefly read as follows:

The workman K.V. Raman while working redesignated as a Clerk from his initial appointment as Steno was promoted as Officer at Madurai Circle Office in 1987 and thereafter he sought and got reverted to the post of Clerk on 7-2-1987 and was posted at Thanjavur Main Branch. Reversion was during the operation of IVth Bipartite Settlement. In 1991 he reached the maximum stage of increment. IVth Bipartite Settlement provided for stagnation increment to Sub-Staff and Clerical Cadres. Settlement debars stagnation increment to those who refuse to accept promotion to the next cadre i.e. Sub-Staff to Clerical to Officer. It does not entitle workman who after promotion reverts to the original cadre. K.V. Raman did not refuse promotion initially. For the first time in Vth Bipartite Settlement stagnation increment was provided to be given to workman on reversion 1 year after promotion. VIth Bipartite Settlement again restored stagnation increment. Management provided stagnation increment to K.V. Raman but withdrew the same most illegally. Demand of K.V. Raman not being acceded to the dispute is raised which was got referred as per order of High Court dated 23-02-2010 in WP No. 6065/2008. The workman is entitled for stagnation increment. Hence the claim for stagnation increment with

consequent arrears of wages from the date of eligibility. The workman attained maximum pay in the Clerical Cadre only on 1-05-1991. Vth Bipartite Settlement was in vogue then. As per note to Clause-4B of Vth Bipartite Settlement stagnation increment is not there if only he refuses promotion and not in a case where he had worked in the promoted cadre for a period of 3 years and whereafter only got reverted. This was not a case of refusal of promotion. As per VIth Bipartite Settlement in force from 14-02-1995 under Clause-5(c)(ii) states ineligibility for stagnation increments in the event of reversion on request after 1 year from the date of promotion. Clause-5(d) states that in respect of employees who in terms of the Bipartite Settlement dated 8-09-1983 have not received stagnation increments will now be eligible for the same w.e.f. 1-11-1994 to the extent available to others under the previous settlements. Hence the workman will be entitled to the same at least from 1-11-1994, a fact suppressed by the Management. That the employee is covered by Clause-1(ii)(b) of the supplementary Settlement dated 8-09-1983 is not correct. The withdrawal of stagnation increment as inadvertently given is not correct. It is on wrong assumption. The reversion of the workman cannot be labeled as unilateral on his part. Reversion order did not provide for non-payment of stagnation increment. The omission of Clause-1(ii)(b) is not by mistake. The workman had been representing to the bank for the same. Hence the claim.

4. Counter Statement allegations are as follows:

Reversion of workman at request amounts to his refusal to work as Officer. Hence Clause-1 (ii)(b) is applicable and he is not eligible for stagnation increments. The said settlement is binding on him. In May, 1994 stagnation increment inadvertently released was withdrawn subsequently. The ineligibility after reversion was made clear under Clause-5(c)(ii) of VIth Bipartite Settlement dated 14-02-1995. He is not eligible for stagnation increment if after accepting promotion he seeks for reversion and is reverted after 1 year from the date of promotion. After having kept silent for 12 years being aware of ineligibility ID is raised. The very purpose and object of stagnation increment is to give benefit to a person who is not given promotion or cannot get promotion for long time. Promotion if once accepted and thereafter reverted the same would apparently amount to his not being promoted at all. Reversion after promotion on own volition is equal to non-acceptance of promotion. Since K.V. Raman on his own action got reverted, he will certainly be not entitled for stagnation increments. K.V. Raman suppressed the fact of the withdrawal of inadvertently granted stagnation increment. Non-extending of stagnation increment to the workman is fully justified. The claim is to be dismissed.

5. Points for consideration are:

(i) Whether the denial of stagnation given to K.V. Raman after reaching maximum stage of increment in 1991 is legal and justified?

(ii) To what relief the concerned workman is entitled?

6. Evidence consists of Ex.W1 to Ex.W22 on the petitioner's side and Ex.M1 to Ex.M4 on the Respondent's side, all marked on consent with no oral evidence adduced on either side.

Points (i) & (ii)

7. The learned counsel for the petitioner Sri Balan Haridas canvassed for the contention that only person to whom promotion is offered but refused to accept, it he alone is not entitled to stagnation increment and the petitioner's case is not covered under the provision, on the understanding of the plain meaning of the provision. Petitioner never refused promotion at the first instance. An existing dispute gives rise to a continuing cause of action and there cannot be any limitation. Furthermore, though the ID raised is with some delay, prior to the same petitioner had been agitating for the claim consistently without having slept over his right. Further according to him at least from 1-11-1994 he is entitled to the increment with arrears, interest, etc.

8. Respondent's learned counsel Sri T.R. Sathya Mohan diametrically opposed the claim of the petitioner and contended that the stagnation benefit is not payable to petitioner who was promoted as an Officer after 4 years of which got himself reverted back on his request. The representation of the petitioner was rejected long back whereafter the dispute was raised at a long distance of time with the awareness that he is not entitled to the claim.

9. As conceded to by both sides the question revolves round solely on the aspect as to the interpretation of Bipartite Settlement. The concept of stagnation increment was introduced for the first time under the IVth Bipartite Settlement. It is admissible only to Sub-Staff promoted to Clerical Cadres and Clerks promoted to Officer Cadre. It does not entitle workman who after promotion reverts to the original cadre. As per the Vth Bipartite Settlement stagnation increment was given to workman on reversion, 1 year after promotion. As per note to Clause-4B of Vth Bipartite Settlement no stagnation increment is payable only if one refuses promotion. As per VIth Bipartite Settlement operative from 14-02-1995 stagnation increment is ineligible in the event of reversion on request after 1 year from the date of promotion vide Clause-5(c)(ii). Under Clause-5(d) stagnation increment are payable to those who have not received stagnation increments in terms of the Bipartite Settlement dated 8-09-1983 w.e.f. 1-11-1994. The extent of eligibility is as the same is available to others under previous settlements.

10. The controversy could be set at rest by a genuine endeavour to harmonize the subtleties in the various connotations of the couched respective provisions and

clauses of the relevant Bipartite Settlements. While the benefit cannot be extended to person refusing to accept promotion under the IVth Bipartite Settlement, the same also cannot be given to a workman who after promotion reverts to the original cadre. Under Vth Settlement it was payable to workman on reversion, 1 year after promotion. But as per note to Clause-4B of the same settlement stagnation benefit is not payable if the workman refuses promotion. At Clause-5(c)(ii) of the VIth Settlement there is again ineligibility for stagnation increment on reversion upon request after 1 year from the date of promotion. Further eligibility is there as per Clause-5(d) under which employees who have not received stagnation increments in terms of Bipartite Settlement dated 8-09-1983 are entitled to the same to the extent available in terms of the previous settlements w.e.f. 1-11-1994.

11. Now the cardinal point is whether in any view of the matter the petitioner could be said entitled to the stagnation increment. A pertinent question is in the case of petitioner his reversion on request after 3 or more years of promotion whether could be said as refusal for promotion. Refusal for promotion could be expressed either at the time of offer of promotion by not accepting to changeover to the higher post as well as at a later point of time after having worked in such post whereafter one may refuse to continue in the promoted post and seeks reversion. Here is a petitioner who got reverted after rendering a certain years of service in his promoted post, at his request which might be to suit his own personal convenience, whatever it be or in whatever manner. A provision in a statute or Bipartite Settlement has always to be read subject to a proviso, if any, as a non-obstante clause subject to which alone the meaning of the said provision has to be understood. So in a case where stagnation increment was provided to a workman on reversion 1 year after promotion while under the note to Clause-4(b) of the Vth Settlement stagnation increment is not payable if he refuses for promotion, as to how the two provisions could be harmonized to understand the true object of the provision requires deep scrutiny. Both initial refusal of promotion and refusal after acceptance of promotion, come under the same specie of the relinquishment or refusal of promotion. The only difference is that one is at the inception of the offer of promotion and the other after acceptance and the appointee on promotion may have worked for sometime. Refusing promotion or relinquishing the same or reversion for own reasons is seen treated distinctly from reversion otherwise or not for own reason or request. The reversion of the petitioner herein is on a request and the same amounts to refusal by petitioner to continue his promotion till its culmination levels. Therefore the request for reversion to the lower cadre is still a refusal for promotion, in that it is refusal for the continuation of the promotion which once commenced. A promotion which commenced, not intended to be revoked

by the authority, is to continue unobstructed unless the authority has to reverse it, for any reasons, approved by the Management. But if its continuity ceases for any reason occasioned by the promotee the resultant reversion is at the instance or request of the said promotee, which in effect is a refusal to continue the promotion thereby meaning refusal of promotion only. Hence, reversion on request could be nothing short of refusal of promotion. An employee cannot be found entitled to stagnation increment. The distinctive interpretation as could be gathered from the intention of the relevant provision as explained by the Management is discernibly on a rational nexus for the classification of employees as those who are entitled to and those who are not entitled to the stagnation increments. So viewed, it is not illogical, arbitrary, unethical or unconstitutional. Those who are entitled to stagnation increments on reversion after 1 year of promotion understandably belong to cases where the reversion is not at the request of the promotee but is for departmental reasons or otherwise. The benefits extended to them understandably is by way of some gratis for their having had to be reverted to the feeder category for a reason not attributable to them but is attributable to the Management. This could be better understood by reading in the absence of such a gratis to promotees with less than 1 year and reverted to whom the said benefit has not been extended under the provisions, presumably being period of service deemed fit to be ignored. As pleaded by the petitioner this act of getting reverted on request cannot but be a unilateral action on the part of the petitioner. As alleged by the Respondent reversion after promotion on own volition is only equal to non-acceptance of promotion. The purpose and object of stagnation increment is to give benefit to a person who is not given promotion nor cannot be promoted for a long time. That is not the case of the petitioner. It could only be the most proximate and the first in the ordinal numeral in the array of the various and probable constructions that could be given to the expression to the note to Clause-4B.

12. The relief of stagnation increments to the petitioner at least w.e.f. 01-11-1994 also cannot be acceded to because under Clause-5(d) the eligibility for stagnation increment is only to those employees who have not received stagnation increments despite being eligible for the same under the previous settlements. It is to be made clear that petitioner does not come within the purview of eligibility under any of the previous settlements to any extent. He does not come as an employee entitled to receive stagnation increments in terms of Bipartite Settlements dated 8-09-1983. In any view of the matter the petitioner cannot be said to be entitled to stagnation increment and therefore the denial of the same to him is legal and justified.

13. The reference is answered accordingly.

(Dictated to the P.A., transcribed and typed by him, corrected and pronounced by me in the open court on this day the 24th January, 2011).

A.N. JANARDANAN, Presiding Officer

Witnesses Examined:

For the 1st Party/Petitioner : None

For the 2nd Party/Respondent : None

Documents Marked :

On the Petitioner side :

Ex.No.	Date	Description
Ex.W1	22-10-1986	Petitioner representation.
Ex.W2	7-02-1987	Proceedings of the GM.
Ex.W3	29-06-2000	Representation of the Petitioner regarding stagnation increment.
Ex.W4	5-07-2000	Reply to the representation given by the Respondent.
Ex.W5	May 1994	Petitioner Salary Slip.
Ex.W6	-	VI Bipartite Settlement.
Ex.W7	30-09-1987	Letter of Appreciation.
Ex.W8	30-11-1981	Letter of Appreciation.
Ex.W9	30-09-1982	Letter of Appreciation.
Ex.W10	21-10-1983	Letter of Appreciation.
Ex.W11	14-09-1985	Letter of Appreciation.
Ex.W12	10-11-1986	Letter of Appreciation.
Ex.W13	10-09-1987	Letter of Appreciation.
Ex.W14	-	Letter of Appreciation given by the Chairman of Canara Bank to the petitioner.
Ex.W15	16-05-1990	Letter of Appreciation.
Ex.W16	16-06-1990	Letter of Appreciation.
Ex.W17	20-05-1991	Letter of Appreciation.
Ex.W18	6-09-1993	Letter of Appreciation.
Ex.W19	27-12-2001	Letter of Appreciation.
Ex.W20	4-10-2005	Special Appreciation.
Ex.W21	29-12-2005	Certificate of Merit.
Ex.W22	21-04-2007	Letter of Appreciation.

On the Management's side :

Ex.No.	Date	Description
Ex.M1	8-09-1983	Memorandum of Settlement entered into between Management of certain Banks and their workmen.

Ex.M2	17-09-1984	Memorandum of Settlement entered into between Management of certain Banks and their workmen.
Ex.M3	19-09-1983	Circle No. 448 of 1983.
Ex.M4	14-02-1995	6th Bipartite Settlement entered into between Managements of "A" Class Banks and their workmen.

नई दिल्ली, 2 फरवरी, 2011

का.आ. 643.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार युनाइटेड कर्मशियल बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/प्रम न्यायालय, जबलपुर के पंचाट (संदर्भ संघ्या सीजीआईटी/एलसी/आर/63/91) को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-1-11 को प्राप्त हुआ था।

[सं. एल-12012/300/90-आई आर(बी-००)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 2nd February, 2011

S.O. 643.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. CGIT/LC/R/63/91) of the Central Government Industrial Tribunal/ Labour Court, Jabalpur now as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of United Commercial Bank, and their workmen, which was received by the Central Government on 28-01-2011.

[No. L-12012/300/90-IR (B-II)]

RAMESH SINGH, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, JABALPUR

No. CGIT/LC/R/63/91

Presiding Officer: SHRI MOHD. SHAKIR HASAN

Shri Lekhram Yadav,
C/o Shri P.N. Sharma,
Plot No. 138, Shakti Nagar,
Jabalpur

... Workman/Union

Versus

The Manager,
United Commercial Bank,
Narsinghpur

... Management

AWARD

Passed on this 13th day of January, 2011

1. The Government of India, Ministry of Labour vide its Notification No. L-12012/300/90-IR(B-II) dated 5-4-1991 has referred the following dispute for adjudication by this tribunal:-

"Whether the action of the management of United Commercial Bank, Narsinghpur (MP) in terminating the services of Shri Lekh Ram Yadav, ex-peon w.e.f. 8-5-93 is justified? If not, to what relief is the workman entitled?"

2. The case of the workman, in short is that he was employed as peon at Narsinghpur Branch of the United Commercial Bank on 15-6-1987 and worked till 7-5-1988 when his service was terminated without any notice and without any retrenchment compensation. He was paid wages @ Rs.8 per day in violation of the provision of award/Bipartite Settlement. He was not given any appointment letter. It is stated that he worked continuously for more than 240 days in accordance with Section 25B of the Industrial Dispute Act, 1947 (in short the Act). The termination was a retrenchment within the meaning of Section 2(oo) of the Act and the provision of Section 25-F of the Act was not complied. As such the termination was illegal. It is submitted that the workman be reinstated with full back wages.

3. The management appeared and filed written statement in the reference. The case of the management, inter alia, is that the alleged workman was never appointed by the management as a peon from 15-6-87 to 7-5-88 except for a period of two months from 10-4-85 to 6-6-85. There was no relationship of employer and employee between the management and the alleged workman. He was carrying independent business of an electrician during the relevant period and took loan of Rs.5000 from the Bank on 9-9-87 for his electric shop. The provision of the Act is not applicable. It is stated that the management was facing acute scarcity of water from March, 1988 to May, 1988 and therefore the alleged workman and his family supplied water to the branch on payment of its cost. It was for specific purpose and for specific period. On expiry of the period it was non-renewal of oral agreement for supply of water. As such it was not a case of retrenchment. It is stated that he did not work for 240 days continuously with the Bank and the provision of the Act is not applicable. The workman is not entitled to any relief and therefore the reference be answered accordingly.

4. On the basis of the pleadings of both the parties, the following issues are settled.

I. Whether the action of the management in terminating the services of Shri Lekhram Yadav, ex-peon w.e.f. 8-5-88 is justified?

II. Whether the workman is not covered under the definition of workman as given in the I.D. Act. If so, its effect?

III. To what relief, if any, is the workman entitled?

5. During the course of proceeding, the workman became absent and therefore the then Tribunal proceeded ex parte against the alleged workman on 26-2-07.

6. Issue No. II

Accordingly to the management, on oral agreement, the alleged workman and family supplied water @ Rs.8 per day during the period of acute water supply and the oral agreement was not renewed. The management witness Shri Rajendra Singh is Manager in the Bank. He has stated that the workman alongwith his family was engaged for supply of water to meet with scarcity @ Rs.8 per day and the supply was discontinued as and when the scarcity was over. This shows that it was a fixed agreement and the agreement was subsequently not renewed. His evidence is unrebutted. There is no reason to disbelieve his evidence. It is clear that the provision of Section 2(oo)(bb) of the Act is applicable and he was not a retrenched employee. As such I find that Section 2(s) of the Act is not applicable in his case. Accordingly this issue is decided in affirmative on behalf of the management and against the workman.

7. Issue No. I

On the basis of the discussion made above, it is clear that the workman was engaged on oral contract for supply of water. The management witness has stated in his evidence that the alleged workman was never employed as a peon at Narsinghpur Branch of the UCO Bank from 15-6-1987 to 7-5-88. There is no other evidence in rebuttal of this evidence. There is no reason to disbelieve the witness. Moreover the burden was on the workman to prove that he had worked continuously for 240 days in twelve calendar months under the provision of the Act. This issue is also decided in favour of the management.

8. Issue No. III

Considering the entire evidence, I find that the alleged workman is not entitled to any relief. Accordingly the reference is answered.

9. In the result, the award is passed without any costs.

10. Let the copies of the award be sent to the Government of India, Ministry of Labour & Employment as per rules.

MOHD. SHAKIR HASAN, Presiding Officer

नई दिल्ली, 3 फरवरी, 2011

का.आ. 644.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एन.टी.पी.सी.

कोलदाम के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 2 चण्डीगढ़ के पंचाट (संदर्भ संख्या 81/2010) को प्रकाशित करती है, जो केन्द्रीय सरकार को 3-2-11 को प्राप्त हुआ था।

[सं. एल-42012/117/2010-आई आर(डीयू)]

डी.एस.एस. श्री निवास राव, डेस्क अधिकारी

New Delhi, the 3rd February, 2011

S.O. 644.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.81/2010) of the Central Government Industrial Tribunal cum Labour Court No. II, Chandigarh as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of NTPC Koldam and their workman, which was received by the Central Government on 03-02-2011.

[No. L-42012/117/2010-IR (DU)]

D.S.S. SRINIVASA RAO, Desk Officer

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, CHANDIGARH

Present: Sri. A.K. Rastogi, Presiding Officer

Case No. I.D. 81/2K10

Registered on 26-10-2010

Sh. Nathu Ram
S/o Shri Santa Ram,
Village Ropa, PO Dhawal,
Tehsil Sundernagar,
Mandi (HP)

...Applicant

Versus

1. The General Manager,
Kol Dam Hydro Electric Power Project,
HTPC, VPO Barmana,
Bilaspur (HP)
2. The Managing Director,
M/s. AKS Engineers & Contractors,
Kol Dam Hydro Electric Power Project,
Sanjay Sadan, Chhota Shimla-171002.
3. Project Manager, Italian Thai Development Co. Ltd.,
Kol Dam Hydro Electric Power Project,
Village Kayan, PO Slapper,
The Sundernagar, Mandi (HP). ...Respondents

APPEARANCES:

For the Workman : None for workman.

For the Management : Sh. Vikas P. Singh, Adv. for Respondent No. 1
Sh. Hem Raj Sharma, Sr. Manager (HR & IR) for Respondent No.3

Court No.II Chandigarh as shown in the Annexeure, in the Industrial Dispute between the employers in relation to the management of NTPC Koldam and their workman, which was received by the Central Government on 03-02-2011.

AWARD

Passed on 19 January, 2011

Central Government vide Notification No. L-42012/117/2010-IR(DU) Dated 29-09-2010, by exercising its powers under Section 10 Sub-Section (1) Clause (d) and Sub-Section 2(A) of the Industrial Disputes Act, 1947 (hereinafter referred to as Act) has referred the following Industrial Dispute for adjudication to this Tribunal :-

“ Whether the action of the management of M/s. AKS Engineers & Contractors, a contractor engaged by NTPC Koldam Hydro Electric Power Project, Bilaspur (HP), in terminating the services of their workman Shri Nathu Ram S/o Sh. Santa Ram w.e.f. 01-08-2008 is legal and justified? If not, what relief the workman is entitled to?”

Workman did not turn up despite notice sent to him on 26-10-2010 and by Registered post on 06-12-2010. Respondent no.1 and 3 of the reference put up their appearances. Respondent no. 2 remained absent despite notice sent by Registered post to him.

As the workman remained absent despite notices sent by Registered post to him and notice not received back undelivered, the service is presumed on the workman. He failed to present his case before the Tribunal hence; the reference is answered against him. Let two copies of award after due compliance be sent to the Central Government for further necessary action.

ASHOK KUMAR RASTOGI, Presiding Officer

नई दिल्ली, 3 फरवरी, 2011

का.आ. 645.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एन.टी.पी.सी. कोलदाम के प्रबंधित तंत्र के संबंद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/प्रम न्यायालय नं. 2 चण्डीगढ़ के पंचाट (संदर्भ संख्या 33/2010) को प्रकाशित करती है, जो केन्द्रीय सरकार को 3-2-11 को प्राप्त हुआ था।

[सं. एल-42012/36/2010-आई आर(डीयू)]

डी.एस.एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 3rd February, 2011.

S.O. 645.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.33/2010) of the Central Government Industrial Tribunal-cum-Labour

[No. L-42012/36/2010-IR (DU)]

D.S.S. SRINIVASA RAO, Desk Officer

ANNEXURE**IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, CHANDIGARH**

Present: Sri. A.K. Rastogi, Presiding Officer

Case No. I.D. 33/2K10

Registered on 25-05-2010

Sh. Surender Kumar
S/o Shri Mukhtiar Singh Village Salasi,
PO Gehrwin,
Tehsil Jhandula,
Bilaspur (HP)Applicant

Versus

1. The General Manager,
Kol Dam Hydro Electric Power Project,
HTPC, VPO Barmana,
Bilaspur (HP)
2. The Managing Director,
M/s. AKS Engineers & Contractors,
Kol Dam Hydro Electric Power Project,
Sanjay Sadan, Chhota Shimla-171002.
3. Project Manager, Italian Thai Development Co. Ltd.,
Kol Dam Hydro Electric Power Project,
Village Kayan, PO Slapper,
The Sundernagar, Mandi (HP).Respondents

Appearances

For the Workman : None for workman.

For the Management : Sh. Vikas P. Singh, Adv. for Respondent No.1
Sh. Hem Raj Sharma, Sr. Manager (HR & IR) for Respondent No.3

AWARD

Passed on 20th January, 2011

Central Government vide Notification No. L-42012/36/2010-IR(DU) Dated 12-05-2010, by exercising its powers under Section 10, Sub-Section (1) Clause (d) and Sub-Section 2(A) of the Industrial Disputes Act, 1947 (hereinafter referred to as Act) has referred the following Industrial Dispute for adjudication to this Tribunal :—

“Whether the action of the management of M/s. AKS Engineers & Contractors, a sub contractor of M/s. Indian Thai Development Public Co. Ltd. of NTPC Koldam in terminating the services of Shri Surender Kumar w.e.f. 31-07-2008 is legal and justified? If not, what relief the workman is entitled to?”

Workman did not turn up despite notice sent to him on 16-6-2010, 14-7-2010 and by Registered post on 19-8-2010. As the notice sent by Registered post to him was not received undelivered hence the service is presumed on the workman. Respondent no. 1 and 3 of the reference put in their appearances but the respondent no. 2 did not turn up despite notice sent by registered post to him on 19-8-2010.

As the workman has failed in putting his case before the Tribunal, the reference is answered against him. Let two copies of award after due compliance be sent to the Central Government for further necessary action.

ASHOK KUMAR RASTOGI, Presiding Officer
नई दिल्ली, 3 फरवरी, 2011

का.आ. 646.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एन.टी.पी.सी. कोलदाम के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं. 2, चण्डीगढ़ के पंचाट (संदर्भ संख्या 34/2010) को प्रकाशित करती है, जो केन्द्रीय सरकार को 3-2-2011 को प्राप्त हुआ था।

[सं. एल-42012/27/2010-आई आर(डीयू)]

डी. एस. एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 3rd February, 2011

S.O. 646.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 34/2010) of the Central Government Industrial Tribunal-cum-Labour Court No. II, Chandigarh as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of NTPC Koldam and their workmen, which was received by the Central Government on 3-2-2011.

[No. L-42012/27/2010-IR (DU)]

D.S. S. SRINIVASA RAO, Desk Officer

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, CHANDIGARH.

Present: Sri. A.K. Rastogi, Presiding Officer

Case No. I.D. 34/2K10

Registered on 25-5-2010

Sh. Mohinder Singh
S/o Shri Pan Singh,
C/o Shri Rajesh Kumar Sharma,
President District CITU,
District Committee Mandi,
221/10, Thanera Mohalla,
Mandi (HP)

...Applicant

Versus

1. The General Manager,
Kol Dam Hydro Electric Power Project,
HTPC, VPO Barmana,
Bilaspur (HP)
2. The Managing Director,
M/s. AKS Engineers & Contractors,
Kol Dam Hydro Electric Power Project,
Sanjay Sadan, Chhota Shimla-171002.
3. Project Manager, Italian Thai Development Co. Ltd.,
Kol Dam Hydro Electric Power Project,
Village Kayan, PO Slapper,
The. Sundernagar, Mandi (HP). . . Respondents

APPEARANCES:

For the Workman : None for workman.

For the Management : Sh. Vikas P. Singh, Adv. for Respondent No. 1

Sh. Hem Raj Sharma, Sr.
Manager (HR & IR) for
Respondent no. 3.

AWARD

Passed on 20 January, 2011

Central Government vide Notification No. L-42012/27/2010/IR(DU) Dated 12-5-2010, by exercising its powers under Section 10 Sub-section (1) Clause (d) and Sub-section 2(A) of the Industrial Disputes Act, 1947 (hereinafter referred to as Act) has referred the following Industrial Dispute for adjudication to this Tribunal :-

“Whether the action of the management of M/s. AKS Engineers & Contractors, a sub contractor of M/s. Indian Thai Development Public Co. Ltd. of NTPC Koldam in terminating the services of Shri Mohinder Singh w.e.f. 14-08-2008 is legal and justified? If not, what relief the workman is entitled to?”

Workman did not turn up despite notice sent to him by Registered post on 19-08-2010. As the notice sent by Registered post to him was not received undelivered, the service is presumed on the workman. Respondent no. 1 and 3 of the reference have put in their appearances but the respondent no. 2 did not turn up despite notice sent by Registered post to him on 19-8-2010.

As the workman has failed in putting his case before the Tribunal, the reference is answered against him. Let two copies of award after due compliance be sent to the Central Government for further necessary action.

ASHOK KUMAR RASTOGI, Presiding Officer

नई दिल्ली, 3 फरवरी, 2011

का.आ. 647.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एन.टी.पी.सी. कोलदाम के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं. 2, चण्डीगढ़ के पंचाट (संदर्भ संख्या 21/2010) को प्रकाशित करती है, जो केन्द्रीय सरकार को 3-2-2011 को प्राप्त हुआ था।

[सं. एल-42012/35/2010-आई आर(डीयू)]

डी. एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 3rd February, 2011

S.O. 647.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 21/2010) of the Central Government Industrial Tribunal-cum-Labour Court No. II, Chandigarh as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of NTPC Koldam and their workmen, which was received by the Central Government on 3-2-2011.

[No. L-42012/35/2010-IR(DU)]

D. S. S. SRINIVASA RAO, Desk Officer

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, CHANDIGARH

Present: Sri. A.K. Rastogi, Presiding Officer

Case No. I.D. 21/2K10

Registered on 25-05-2010

Sh. Rajinder Kumar
S/o Sh. Sada Ram,
Village Deola Chamb,
PO Harnora,
Tehsil Sadar,
Bilaspur (HP).

Applicant

Versus

1. The General Manager,
Kol Dam Hydro Electric Power Project,
HTPC, VPO Barmana,
Bilaspur (HP)

2. The Managing Director,
M/s. AKS Engineers & Contractors,
Kol Dam Hydro Electric Power Project,
Sanjay Sadan, Chhota Shimla-171002.
3. Project Manager, Italian Thai Development Co. Ltd.,
Kol Dam Hydro Electric Power Project,
Village Kayan, PO Slapper,
The. Sundernagar, Mandi (HP). Respondents

APPEARANCES:

For the Workman	: Sh. M.R. Gorski, AR.
For the Management	: Sh. Vikas P. Singh, Adv. for Respondent No. 1 Sh. Hem Raj Sharma, Sr. Manager (HR & IR) for Respondent no. 3

AWARD

Passed on 18th January, 2011

Central Government vide Notification No. L-42012/35/2010/IR(DU) Dated 12-05-2010, by exercising its powers under Section 10 Sub-section (1) Clause (d) and Sub-section 2(A) of the Industrial Disputes Act, 1947 (hereinafter referred to as Act) has referred the following Industrial Dispute for adjudication to this Tribunal :-

“Whether the action of the management of M/s. AKS Engineers & Contractors, a sub contractor of M/s. Indian Thai Development Public Co. Ltd. of NTPC Koldam in terminating the services of Shri Rajinder Kumar w.e.f. 31-07-2008 is legal and justified? If not, what relief the workman is entitled to?”

All the parties except respondent no. 2 put in their appearance in the case. Case was ordered to proceed ex parte against respondent no. 2 on 29-9-2010.

The workman who is being represented by his AR from the very first date failed to file claim statement despite repeated opportunities given to him. 20-8-2010, 29-09-2010, 4-11-2010, 3-12-2010 and 18-01-2011 were fixed for filing the claim statement but the AR expressed his inability in filing the claim statement as the workman did not contract him after giving authority in his favour.

Obviously, the workman is not interested in pursuing the matter and there is no use in keeping the reference pending unnecessarily. The claimant has failed in placing before the Tribunal his case with regard to the dispute under reference. Hence, the reference is decided against the workman. Let two copies of award after due compliance be sent to the Central Government for further necessary action.

ASHOK KUMAR RASTOGI, Presiding Officer

राई दिल्ली, 3 फरवरी, 2011

का.आ. 648.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार टेलीकोम विभाग के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम-न्यायालय, लखनऊ के पंचाट (संदर्भ संख्या 78/2003) को प्रकाशित करती है जो केन्द्रीय सरकार को 3-2-2011 को प्राप्त हुआ था।

[सं. एल-40012/83/2003-आईआर(डीयू)]

डॉ. एस. एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 3rd February, 2011

S.O. 648.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 78/2003) of the Central Government Industrial Tribunal-Cum-Labour Court Lucknow as shown in the Annexure in the industrial dispute between the employers in relation to the management of Department of Telecom and their workman, which was received by the Central Government on 03-02-2011.

[No. L-40012/83/2003-IR(DU)]

D. S. S. SRINIVASA RAO, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR-COURT, LUCKNOW

Present

Dr. Manju Nigam,
Presiding Officer

I. D. No. 78/2003

Ref. No. L-40012/83/2003-IR(DU) dated: 31-07-2003

BETWEEN

Sh. Arun Kumar S/o Late Sh. Ambika Prasad
Brahamawala, Mandankini Vihar
Sahastradhara Road,
Dehradun

AND

1. The Chief General Manager,
Telecom, Western UP Telecom Division
Distt. Dehradun-248 001

2. The General Manager
Telecom Deptt.
Patel Nagar
Dehradun.

AWARD

19-01-2011

1. By Order No. L-40012/83/2003-IR(DU) dated 31-07-2003 the Central Government in the Ministry of Labour, New Delhi in exercise of powers conferred by

clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) referred this industrial dispute between Sh. Arun Kumar S/o Late Sh. Ambika Prasad, Brahamawala, Mandankini Vihar, Sahastradhara Road, Dehradun and the Chief General Manager, Telecom, Western UP Telecom Division, Distt. Dehradun & the General Manager, Telecom Deptt., Patel Nagar, Dehradun for adjudication.

2. The reference under adjudication is:

“Whether the action of the management of CGM, BSNL, Dehra Dun in terminating the services of Sh. Arun Kumar S/o Sh. Ambi Ka Prasad, Lineman (Daily rated mazdoor) w.e.f. 5 April, 2001 is legal and justified ? If not, to what relief the workman is entitled ?”

3. The case of the workman, Arun Kumar, in brief, is that he has been working as daily wager labourer w.e.f. 01-12-1993 and his services were terminated ‘orally’ in the year 1996; and thereafter, he was again engaged on the November, 1998. Contrary to this, the workman has further stated in para 04 of the statement of claim that he worked with the opposite party w.e.f. 01-12-1993 to 03-04-2001 and his services has been terminated, illegally, without any prior information or notice on 04-04-2001. The workman has submitted that he worked for more than 240 days continuously in a year; and accordingly, has alleged that his services has been terminated, in violation to the provisions of Section 25 F of the Industrial Disputes Act, 1945, without any notice or retrenchment compensation. Hence, he has prayed that the termination of his services by the opposite party w.e.f. 04-04-2001 be declared illegal and he be reinstated with continuity in service and back wages.

4. The management of the Telecom Department has disputed the claim of the workman by filing its written statement; whereby it has submitted that the workman had never been engaged w.e.f. 01-12-1993; rather, it has submitted that the workman has worked with the opposite party in the year 1994 for 30 days; in year 1995 for 50 days and in the year 2000 for 30 days only, accordingly there arise no question of terminating his services on 04-04-2001 or of completing 240 days in any year or of violating any of the provisions of the Industrial Disputes Act as such the case of the workman does not fall within the definition of ‘retrenchment’. Accordingly, the management has prayed that the claim of the workman be rejected without any relief to him.

5. The workman has, filed rejoinder whereby he has only reiterated his averments in the statement of claim and has introduced nothing new.

6. The parties have filed documentary proof in support of their respective cases. The workman has examined himself whereas the management examined Shri R. S. Kathait, SDE in support of their respective stands.

The parties availed opportunity to cross-examine each other's witnesses apart from putting oral as well as written arguments.

7. Heard, representatives of the parties and perused entire evidence on records.

8. The learned representative on behalf of the management has contended that the workman was never engaged in the department, therefore, there was no question of completing 240 days' in any calendar year and does not comes within the purview of the definition of retrenchment or that of Section 25 F of the I.D. Act. Moreover, it has disputed the genuineness of the documents filed by the workman.

9. The workman Arun Kumar has examined himself as witness in support of his claim that he had worked for more than 240 days in a year apart from working continuously from year 1993 to 1996 and thereafter from 1997 to 2001 and his services has been terminated from March, 2001 without any notice or compensation. He has further stated to have filed photocopies of the payment vouchers, the original of which are with the management. In cross-examination it was admitted by him that ACG-17 vouchers, filed by him, do not bear any serial number nor stamp of any exchange or signatures of any officer. After seeking paper No. 10/62 it was admitted by him that there was no signatures of any officer on the said paper nor any date has been mentioned on the signature. It was also admitted that the photocopies were not supplied to him by the management. He has further stated that he was not engaged against any post but work of 'Baildaar' was taken from him and he was called by Shri H. K. Gupta, SDO. He has also stated that he used to get Rs. 50 as daily wages, till the date of his termination. He also stated that he can not give the details of his working days. However, in support of his statement the workman has produced following documents :

- (i) Photocopy of representation of the workman addressed to CGM, Telecom, Dehradun (paper No. 10/2-10/3).
- (ii) Photocopy of representation of the workman addressed to SDE (South), Telecom, Telephone Exchange, Dehradun. (paper No. 10/4 - 10/5).
- (iii) Photocopy of rejoinder of the workman; filed before ALC (C), Dehradun. (paper No. 10/6 - 10/7).
- (iv) Photocopy of receipts/ACG Vouchers for the year 1995 (paper No. 10/8 - 10/33).
- (v) Photocopy of receipts/ACG Vouchers for the year 1996 (paper No. 10/34 - 10/35).
- (vi) Photocopy of receipts/ACG Vouchers for the year 1998 (paper No. 10/36 - 10/37).
- (vii) Photocopy of receipt/ACG Vouchers for the year 1999 (paper No. 10/38 - 10/47).

(viii) Photocopy of receipts/ACG Vouchers for the year 2000 (paper No. 10/49 - 10/59).

(ix) Photocopy of receipts/ACG Vouchers for the year 2001 (paper No. 10/60 - 10/62).

10. In rebuttal, the opposite party has examined Shri R. S. Kathaut SDE as witness who has stated that the workman was never appointed by the management on any post and also the payment vouchers produced by him are totally forged as no such vouchers have ever been issued by the management. He has further stated that the casual labourers who are engaged from time to time as per need, are paid as per their attendance. The workman never worked for 240 days or one year continuously as, daily wager. In cross-examination he has stated that the so called payment vouchers, filed by the workman, are not photocopies of the genuine documents. He has further stated that for intermittent work labourers are engaged on daily wages or the work is being done through some contractor and has admitted that the workman has done for few days as detailed in para 04 of their written statement.

11. In the light of the aforesaid rival statements of both the sides I have scanned the documents produced by the workman. Paper No. 10/2 to 10/5 are photocopies of the representations moved by the workman before different authorities of the management; whereas paper No. 10/6 - 10/7 is photocopy of the rejoinder, filed by the workman, before ALC (C) during conciliation proceedings; wherein he has given details of the days he worked with the management and has supported his averments with photocopies of the receipts/ACG Vouchers, paper No. 10/34 to 10/62. The details of the work done by the workman, as claimed by him in his rejoinder and supporting receipt, with the management are as under :

Duration of work	Number of days worked
01-03-1995 to 11-11-1995	259
11-01-1996 to 31-01-1996	20
01-10-1996 to 10-10-1996	10
01-11-1998 to 31-12-1998	61
01-10-1998 to 31-12-1999	328
01-01-2000 to 31-12-2000	259
01-01-2001 to 31-01-2001	30
11-03-2001 to 04-04-2001	24

All the photocopies of the receipts/ACG Vouchers bear signature of the payee i.e. workman, Arun Kumar but most of them do not have any signature of any payee.

12. The management has disputed the genuineness of the above documents and the management witness Shri R. S. Kathaut has alleged that the so called payment vouchers, filed by the workman, are not photocopies of the genuine documents. There is no cross-examination on this point from the workman side rather it was admitted by

him that these photocopies were not supplied by the management. The workman has neither produced nor has he summoned original documents. However, in compliance of directions of this Tribunal dated 03-08-2007, the management filed proof of payment in respect of the statement of its witness vide para 04 of his affidavit. The photocopy of the documents, filed by the management, does not support averment of the workman that he worked for 240 days in a year.

13. Moreover, from the perusal of aforesaid documents it is not evident that the workman had worked from 01-12-1993 to 03-04-2001, as claimed by him. Accordingly, these documents are not relevant to prove this fact that the workman had actually worked as daily wager for 240 days in the preceding 12 months from the date of his disengagement i.e. 05-04-2001.

14. Admittedly no appointment letter was issued and no post was ever advertised for the appointment. He has not produced any voucher or attendance register or any other documentary evidence to prove this fact that Rs. 50/- per day was paid to him as salary for the period mentioned in his statement.

15. It is well settled that if a party challenges the legality of order the burden lies upon him to prove illegality of the order and if no evidence is produced the party invoking jurisdiction of the court must fail. In the present case burden was on the workman to set out the grounds to challenge the validity of the termination order and to prove the termination order was illegal. It was the case of the workman that he had worked for more than 240 days in the year concerned. This claim has been denied by the management; therefore, it was for the workman to lead evidence to show that he had in fact worked up to 240 days in the year preceding his alleged termination. In (2002) 3 SCC 25 Range Forest Officer vs ST. Hadimani Hon'ble Apex Court has observed as under :

"It was the case of the claimant that he had so worked but this claim was denied by the appellant. It was then for the claimant to lead evidence to show that he had in fact worked for 240 days in the year preceding his termination. Filing of an affidavit is only his own statement in his favour and that can not be regarded as sufficient evidence for any court or tribunal to come to the conclusion that a workman had, in fact, worked for 240 days or order or record of appointment or engagement for that period was produced by the workman. On this ground alone, the award is liable to be set aside."

16. Analyzing its earlier decisions on the aforesaid point Hon'ble Apex Court has observed in 2006 (108) FLR R.M. Yellatl & Asstt. Executive Engineer as follow :

"It is clear that the provisions of the evidence Act in terms do not apply to the proceedings under section 10 of the Industrial Disputes Act. However, applying

general principles and on reading the aforesaid judgments we find that this Court has repeatedly taken the view that the burden of proof is on the claimant to show that he had worked 240 days in a given year. This burden is discharged only upon the workman stepping in the witness box. This burden is discharged upon the workman adducing cogent evidence, both oral and documentary. In cases of termination of services of daily wages earner, there will be no letter of appointment or termination. There will also be no receipt or proof of payment. Thus, in most cases, the workman (claimant) can only call upon the employer to produce before the Court the normal muster roll for the given period, the letter of appointment or termination, if any, the wage register, the attendance register etc. Drawing of adverse inference ultimately would depend thereafter on facts of each case. The above decisions however make it clear that mere affidavits or self serving statements made by the claimant/ workman will suffice in the matter of discharge of the burden placed by law on the workman to prove that he had worked for 240 days in a given year. The above judgments further lay down that mere non production of muster rolls per se without any plea of suppression by the claimant workman will not be the ground for the tribunal to draw an adverse inference against the management."

17. In the present case the workman has stated that he has worked continuously for more than 240 days in a year, but has not produced any original documents in support of his oral evidence. The photocopy of the receipts/ACG-17 vouchers, paper No. 10/34 to 10/62, filed by the workman are disputed by the management in as much as it does not bear any serial number, stamp or signature of the Paying Officer in most of the receipts/ vouchers. Moreover, photocopies of the documents, paper No. 10/2 to 10/7 are copies of representations are not pertaining to the fact that the workman had worked for more than 240 days. Further, in the event of the management disputing the genuineness of the photocopies of the vouchers filed by the workman, it was incumbent upon him to summon their originals; but failed to do so. Merely pleadings are no substitute for proof.

Even, for the argument sake, if the photocopies of the receipts/ACG-17, filed by the workman, though disputed by the management as forged, are taken to be genuine, then this Tribunal has to see as to whether the workman had worked more than 240 days in the preceding year from the date of his alleged termination. Thus, taking into account the working details given in the receipts for the period 03-04-2000 to 04-04-2001, the total working days, in respect of the workman, comes to be as under :

Duration of working	No. of days	Paper Number
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01-06-2000 to 30-06-2000	30	10/51
01-07-2000 to 31-07-2000	31	10/52
01-08-2000 to 31-08-2000	31	10/53
01-09-2000 to 29-09-2000	20	10/54
09-10-2000 to 30-10-2000	22	10/55
11-12-2000 to 20-12-2000	10	10/56
21-12-2000 to 31-12-2000	11	10/56
04-12-2000 to 10-12-2000	07	10/57
01-01-2001 to 10-01-2001	10	10/58
11-01-2001 to 20-01-2001	10	10/58
21-01-2001 to 31-01-2001	11	10/59
11-03-2001 to 20-03-2001	10	10/60
21-03-2001 to 30-03-2001	10	10/61
01-04-2001 to 04-04-2001	04	10/62

Total number of days = 217

18. Thus, it comes out that the workman had actually worked for 217 days only in preceding twelve months from the date of his alleged termination i.e. 05-04-2001. Accordingly, the initial burden of establishing the fact of continuous work for 240 days in a year was on the workman but he has failed to discharge the above burden. Apart from above receipt/ACG-17 vouchers, there is no other reliable material for recording findings that the workman had worked more than 240 days in the preceding year from the date of his alleged termination and the alleged unjust or illegal order of termination was passed by the management; and in the event of not completing 240 days working in the preceding year from the date of alleged termination it was not incumbent upon the management of BSNL to comply with the provisions of Section 25 F of the I.D. Act.

19. The workman by way of his statement of claim has demanded that his services should be reinstated with continuity in service and back wages. In Jagbir Singh v. Haryana State Agriculture Mktg. Board (2009) 15 SCC 327 : (2010) 1 SCC (L&S) 545; Senior Superintendent Telegraph (Traffic), Bhopal v. Santosh Kumar Seal and others (2010) 2 SCC (L&S) 309 Hon'ble Apex Court has observed as under :

“However, in recent past, there has been a shift in the legal position and in a long line of cases, this Court has consistently taken the view that relief by way of reinstatement with back wages is not automatic and may be wholly inappropriate in a given fact situation even through the termination of an employee is in contravention of the prescribed procedure. Compensation instead of reinstatement has been held to meet the ends of justice.

The award of reinstatement with full back wages in a case where the workman has completed 240 days of work in a year preceding the date of termination, particularly, daily wagers has not been found to be proper by this Court and instead compensation has been awarded.”

In the instant case the prayer of the workman for reinstatement cannot be fulfilled in light of above legal position as he has failed to prove that he has completed 240 days working in a year preceding the date of termination; also his appointment/engagement was done following prescribed procedure, since the workman has failed to substantiate through some conclusive evidence that he worked for 240 days in a year preceding the date of termination and his appointment was made following prescribed Rules for recruitment, as such he does not appears to be entitled for relief of compensation.

20. Accordingly, in view of the discussions made above the reference under adjudication is answered positively with observation that the action of the opposite party in terminating the services of the workman w.e.f. 05-04-2001 is neither illegal nor unjustified and the workman, Arun Kumar is not entitled to any relief.

21. The reference under adjudication is answered accordingly.

22. Award as above.

Lucknow.

19-01-2011

Dr. MANJU NIGAM, Presiding Officer

नई दिल्ली, 4 फरवरी, 2011

का.आ. 649.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार रिजर्व बैंक ऑफ इण्डिया के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/प्रम न्यायालय बंगलोर के पंचाट (संख्या 77/2000, 11/2005) को प्रकाशित करती है जो केन्द्रीय सरकार को 03-02-2011 को प्राप्त हुआ था ।

[संख्या एल-12012/316/2000-आईआर(बी-1),
एल-12012/239/2002. आईआर (बी-1)]
रमेश सिंह, डेस्क अधिकारी

New Delhi, the 4th February, 2011

S.O. 649.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 77/2000, 11/2005) of the Central Government Industrial Tribunal-cum-Labour Court, Bangalore now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Reserve Bank of India and their

workman, which was received by the Central Government on 3-2-2011.

[No. L-12012/316/2000-IR(B-I),
L-12012/239/2002-IR(B-I)]

RAMESH SINGH, Desk Officer

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR-COURT,
BANGALORE-560 022**

Dated : 12th January, 2011

Present

Shri S. N. Navalgun, Presiding Officer

C.R. No. 77/2000

I Party

Shri S. Gunaseelan,
No. 3155/A, 11th Main,
HAL II Stage,
Bangalore-560008

II Party

The General Manager,
Reserve Bank of India,
Nrupathunga Road,
Bangalore-560002

C.R. No. 11/2005

I Party

Shri S. Gunaseelan,
No. 3155/A, 11th Main,
HAL II Stage,
Bangalore-560008

II Party

The Dy. General Manager,
Reserve Bank of India,
P.B. No. 5467,
Nrupathunga Road,
Bangalore-560001

COMMON AWARD

1. The Central Government by exercising the powers conferred by clause (d) of sub-section(1) and Sub-section 2A of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) has referred these disputes vide order No. L-12012/316/2000/IR(B-I) dated 7th November 2000 and No. L-12012/239/2002/IR(B-I) dated 12-01-2005 for adjudication on the following Schedule:

Schedule (CR 77/2000)

“Whether the termination of Shri S. Gunaseelan, former Clerk by the Management of Reserve Bank of India, Bangalore w.e.f. 30-12-1989 is justified ? If not, to what relief the workman is entitled to ?”

Schedule (CR No. 11/2005)

“Whether the Management of Reserve Bank of India is justified in imposing the punishment of reduction of 4 increments in the time scale of Shri S. Gunaseelan, Clerk, Grade-I (Now Grade II) with effect from September 1989? If not, what relief the workman is entitled ?”

2. These two references by the Central Government being in respect of same workman of the Reserve Bank of

India, Bangalore viz. S. Gunaseelan, one in respect of his termination from service w.e.f 30-12-1989 for alleged unauthorized absent from duty for a period of eight months and the second one in respect of imposing the punishment of reduction of four increments in the time scale of Clerk Grade-I w.e.f. September 1989 on the charge of abusing his superior in the office premises are taken up for disposal through this common award.

3. The brief facts leading to these references may be narrated as under:- Shri S. Gunaseelan(hereinafter referred as the workman) joined the services of the Reserve Bank of India(hereinafter referred as the Second Party) on 2nd February, 1965 as a Clerk Grade-II and subsequently promoted as Clerk Grade-I and letter dated 28-03-1987 was issued to the workman calling for his explanation to show cause as to why disciplinary action should not be taken against him for his unauthorized absence from place of duty and for his misconduct for using obnoxious language against the personnel officer. The workman submitted his reply to the said show cause notice dated 01-04-1987 denying the allegation, and as the management was not satisfied with the said reply issued charge sheet bearing Staff No. 5903/Dis.156/CS21/86-87 dated 12-06-1987 charging him for breach of Regulation 39 of Reserve Bank of India Staff Regulations, 1948 by unauthorisedly absenting himself from the place of his duty and having committed an act of misconduct by using obnoxious language against the Personnel Officer, Shri K. R. Ananda when he questioned his absenting from the place of duty. The second party after affording the several opportunities to the workman to give his reply to the charge sheet, lastly by letter dated 18-07-1987 intimated that his request for further extension of time cannot be acceded and then appointed Shri S. V. Raghavendran, Staff Officer, Gr.B as Enquiry Officer and Shri G. Mahalingam, Staff Officer, Gr.B as Presenting Officer and communicated the same to the workman under letter staff No. 1562/Dis. 156/CS-21/87-88 dated 26-10-1987. Thereafter pursuance to the notice issued by the Enquiry Officer, the workman appointed Shri MSG Subramanian as his Defence Representative. The Enquiry Officer after completing the enquiry submitted his finding as the charges being proved and thereafter the competent authority being satisfied the enquiry was held properly after affording sufficient opportunity to the workman to defend him through the representative of his choice issued show cause notice bearing staff No. 5160/Dis.156/CS21/87-88 dated 20-06-1988 proposing to degrade the workman to the post of Clerk Grade-II and reduction of his pay by six stages on permanent basis with effect from the date of passing the final order and after receipt of the reply/representation dated 07-07-1988 by the workman to reopen the enquiry and for giving him opportunity to cross-examine the bank witnesses, the competent authority passed order dated 25-08-1988 rejecting his claim for reopening and confirming the tentative penalty of

degrading the workman to the post of Clerk Grade-II reducing his pay by six stages in the increment on permanent basis. Against this order of the competent authority the workman preferred an appeal before the Appellate Authority and the Appellate Authority considering the appeal and the entire disciplinary enquiry records while accepting the finding of the enquiry officer reduced the punishment and modified the penalty to reduction of pay by 4 stages having the effect of postponing his future increment. Aggrieved by this order of the Appellate Authority the workman filed Writ Petition No. 924/1990 on the file of Hon'ble High Court of Karnataka. In the meanwhile the workman was issued with another charge sheet under the staff No. 667/156/CS-80/88-89 dated 17th, August 1988 under Regulation 47 for breach of Regulations 32 and 39(1) of the RBI Staff Regulations for his unauthorized absence for the period of 8 months from 17-12-1987 to 16-8-88 and appointed Shri S.V. Raghavendra, Officer in Gr.C as enquiry officer and later on the representation by the workman that in view of the earlier report given by him has been prejudiced on his absence from duty K. Seetharamu was appointed as enquiry officer and the said enquiry officer after completing the enquiry by his finding marked as EX.M26 held him guilty of the charge. Then the competent authority satisfying the enquiry officer provided full and fair opportunity to the workman to defend him through the representative of his choice issued show cause notice proposing to dismiss him from service by letter Staff No. 1752/Disc. 156/CS-80/88-89 dated 31-10-88 marked as Ex. M28 and on receipt of the reply of the workman dated 25-11-1988 being not satisfied passed final order dated 30-12-1989 dismissing him from services in terms of Regulation 47(1)(e) of RBI Staff Regulations with effect from close of business on 30-12-1989 as per EX. M33. Being aggrieved by this order of the competent authority, the workman preferred appeal dated 09-01-1990 and the appellate authority being satisfied the enquiry was conducted in accordance with the principles of natural justice and the workman was given due opportunity to defend confirmed the penalty imposed by his order dated 17-05-1990 which is at Ex. M.37 and the same was served on the workman under letter staff No. 1008/Disc. 156/CS/89-90 dated 29-05-1990 which was acknowledged by his sister on 02-06-1990 which is at Ex.M38. After passing of this order by the appellate authority the workman filed writ petition on the file of Hon'ble High Court of Karnataka in WP No. 12074 of 1990. The Hon'ble High Court of Karnataka dismissed both the writ petitions filed by the workman (WP No. 924/90 and 12074/90) through common order dated 16-10-1997 observing that there is an alternative remedy available to the workman under the Industrial Dispute Act. The workman challenged this order of the Hon'ble High Court in Writ Appeal No. 1813 of 1998 and that writ appeal came to be dismissed by order dated 04-03-1999 and then the matter was taken up by the

workman to the Hon'ble Supreme Court of India by way of filing SLP No. 17269 of 1999 wherein the order passed by the Division Bench in Writ Appeal came to be confirmed. Then the workman raised the dispute before the conciliation officer on 6-04-2000 and on failure of that conciliation proceedings the central government made reference registered in CR No. 77/2000 as to "whether the termination of Shri Gunaseelan former clerk by the management of RBI w.e.f. 30-12-1989 is justified ? If not what relief the workman is entitled to?". Thereafter the workman again raised the dispute before the conciliation officer alleging that the dispute raised by him earlier on 06-04-2000 had also covered the punishment imposed against him of reduction of 4 increments and on failure of that conciliation proceedings the Central Government made the second reference registered in CR No. 11/05 as to "whether the management of RBI is justified in imposing the punishment of reduction of 4 increments in the time scale of Clerk, Grade I(now grade II) with effect from September 1989 ? If not, what relief the workman is entitled ?"

4. After the first party filing his claim statement and the second party filing counter statement in both the references separate preliminary issues were framed in both the references as to whether the DE conducted against the first party by the second party is fair and proper and after hearing the argument of learned advocates appearing for both the sides separate orders have been passed on 2-4-07 holding the DE conducted against the first party by the second party being fair and proper. After the first party led evidence on alleged victimization, the arguments addressed by the learned advocates appearing for both the sides were heard on merits.

5. Infact, during the course of arguments the learned counsel appearing for the first party having regard to the finding of this tribunal on preliminary issue in both the references, the departmental enquiry being fair and proper and non cross-examination of the witnesses examined for the management in the departmental enquiry very fairly did not make any venture to assail the findings of the enquiry officer on the charges and urged that since there is no dispute the first party right from joining his services in the Second Party bank involved in union activity taking lead in the strikes, it could be said that to take revenge of such participation of the first party in the union activities, he has been victimized and punished disproportionately to the charges proved against him. He further urged with reference to the charge in CR No. 11/05 in a heat of movement some altercation might have taken place between the first party and the Personnel Officer, K.R. Ananda, as such, it may be viewed leniently and punishment be reduced reasonably. In support of his argument he cited the decisions reported in 1990-1 LLJ 595 and unreported decisions in the following writ appeals

and writ petitions in the Hon'ble High Court of Karnataka:

1. WA No.4251/2000(L-KSRTC) dated 5-11-2003
2. WA No. 1710/2000(L-K) dated 2-11-2000
3. WA No. 5403/2000(L-K) dated 5-8-2003
4. WA No. 3957/2001(L-K) dated 4-7-2002
5. WA No. 4725/2000(L) dated 10-7-2003
6. WA No. 1104/2008(L) dated 31-1-2009
7. WA No. 2238/2002(L-K) dated 13-11-2002
8. WA No. 5573/2000(L-K) dated 9-06-2003
9. WP No. 37246/1998(L) dated 17-06-1999
10. WP No. 14508/2009(LK) dated 30-06-2009
11. WP No. 22008/2005(LK) dated 3-08-2009
12. WP No. 17316/2005(LK) dated 08-08-2005

6. Inter alia the representative of the Second Party taking me through the evidence brought on record by the first party regarding victimization urged that alleged strike led by him was subsequent to the charge sheet thereby it cannot be imputed with a malafide intention he was charge sheeted and more over only because the first party was involved in union activities he cannot claim privileges to behave in such a fashion with his superior officer and remain absent from duty as per his whims and fancies and having regard to the attitude on the part of the first party against his superior officer and his long standing unauthorized absenteeism the disciplinary authority have imposed proportionate punishment, as such, there is no necessity of this tribunal to interfere either in the findings of the enquiry officers or the punishment imposed by the disciplinary authority. Thus he supported the findings on the charges as well as the punishment imposed in both the references and urged to dismiss the references.

7. In view of the finding of this tribunal on the Preliminary Issue in both the references regarding fairness of the Domestic Enquiry in favour of the second party, the points that arises for my consideration are:

- (i) Whether the findings of the enquiry officer holding the first party guilty of the charges levelled against him are perverse necessitating the interference of this tribunal.
- (ii) Whether the punishment imposed by the Disciplinary Authority on the enquiry findings in both the references are disproportionate to the charges proved against the first party.

8. On appreciation of the charges levelled against the first party with the evidence brought on record by the management, the finding of the enquiry officer and the reasons assigned by the competent authority and appellate authority in respect of punishment in the light of

the arguments addressed, by the learned advocates appearing for both the parties my finding on point Nos.(i)&(ii) are in the 'Negative' for the following reasons :

Reasons:

Though the reference in CR No. 11/2005 is subsequent to reference In CR No. 77/2000, this being in relation to the incident prior to the alleged absenteeism covered in CR No. 77/2000 on the basis of which he has been terminated, it is just and proper to consider the reference in CR No. 11/2005 in the first instance.

9. It was the charge against the first party that on 12-03-1987 after initialling in the attendance register he was unauthorisedly absent from the place of duty in staff section till 11.20 AM and when Personnel Officer, Shri K. R. Ananda asked him as to where he were after signing in the attendance register he started questioning his very authority and told him that after signing in the attendance register he could be any where in the office and later he shouted at Shri Ananda calling him 'bugger' and thereafter he also entered his cabin and continued to shout at him in an aggressive manner saying that 'he is not a Ticca Mazdoor', he need regular posting in the office he has come only recently and trying to boss over him and he is a liar and all people pretend working and he is inefficient and thereby he committed breach of Regulation 39 of RBI (Staff) Regulation, 1948 by unauthorisedly absenting himself from the place of duty and an act of gross misconduct by using obnoxious language against the Personnel Officer, Shri K. R. Ananda by his indecorous behaviour. It is to be seen from the proceedings maintained by the enquiry officer the first party represented by the Defence Representative inspite of providing number of opportunities at his request left the evidence of the Personnel Officer, K. R. Ananda unchallenged by his cross examination. The Personnel Officer, Shri K. R. Ananda examined by the Presenting Officer before the enquiry officer on 12-02-1988 has deposed to the incident and the charges levelled against the first party in detail. The same having been left unchallenged and it has also been corroborated by the evidence of two other witnesses examined on behalf of the management whose evidence has also been left unchallenged by cross-examination absolutely there was no reason for the enquiry officer to disbelieve the charges levelled against the first party. Moreover when a show cause notice was issued to the first party before he was served with the charge sheet, in his reply he did not put forward any reason leading to any altercation between him and the Personnel Officer, Shri K. R. Ananda, in relation to supply of water in the office premises and he has stoutly denied the incident alleged to have occurred on that day. If at all the first party in his reply had put forward a plea

that some altercations were taken place between him and the Personnel Officer as he asked the Personnel Officer about non supply of water in the office premises, the management would have examined such plea put forward by him and collect necessary evidence before deciding to serve the charge sheet on him. Therefore, the story now put forward by him that since he asked the Personnel Officer regarding non supply of water in the office premises and he asked to him where was he after initialling in the muster roll as such exchange of words were taken place between them and he did not behave as alleged against him is afterthought and is a make believe story. When the first party was afforded with reasonable opportunity by the enquiry officer to effectively defend him in the enquiry engaging the DR his failure to challenge the evidence given by Personnel Officer, Shri K. R. Ananda and the two witnesses examined on behalf of the management to corroborate the evidence of Shri K. R. Ananda establishes the charges levelled against him beyond reasonable doubt as such in my opinion the enquiry officer did not commit any error in coming to the conclusion that the charge against the first party being proved.

10. In respect of the punishment imposed with reference to this incident occurred on 12-03-1987 covered in CR No.11/2005 the competent authority taking into account the status of the first party as well as the Personnel Officer superior to the first party and the attitude on the part of the first party by his order dated 25-08-1988 imposed the punishment of degradation to the post of Clerk Grade-II reducing his pay by six stages on a permanent basis and when this order was challenged by way of appeal, the appellate authority though agreed with the finding of the enquiry officer and the reasonings given by the competent authority taking a lenient view modified the punishment and reduced the future increments by four stages. I have carefully gone through all the decisions relied on by the learned advocate appearing for the first party but in my opinion none of these decisions could come to the aid of the first party in the present case. The first party cannot claim privileges only because he was involved in union activities right from his entering into service with the second party bank to behave in such a fashion against his superior officer, in the bank. On the other hand his involvement in the union activities right from the beginning of his service in the second party bank makes it obligatory on his part to behave decently so as to be a model to other workmen in the bank. The Hon'ble Supreme Court in the case of Mahendra Ltd Vs. N.V. Naravade reported in 2005 ILR page 360 held that "usage of abusive and filthy language against the superior officer do not call for lesser punishment than dismissal". In the instant case having regard to the status of the first party in the bank who according to him right from his entry in the bank involved in the union activities and the status of the Personnel Officer who was expected to maintain discipline in the

office, the act of the first party addressing him in obnoxious words questioning his very authority the punishment imposed by the appellant authority modifying the punishment imposed by the competent authority by reducing 4 increments cannot be said to be disproportionate to the charges proved against the first party. Therefore, as regards the charge and the punishment imposed against the first party covered in CR No.11/05 absolutely I find no reason to interfere.

11. Now, coming to the charges and punishment imposed against the first party covered in CR No. 77/2000, it is undisputed fact and also borne out from the records that the first party who had availed two weeks leave on personal affairs from 01-12-1987 by his leave application dated 17-12-1987 requested for grant of leave for two weeks enabling him to attend the construction of his sister's house and he who was expected to report to duty on 01-01-1988 did not report to duty and the second party by letter dated 06-01-1988 (Ex.M1) informed him that since he has no leave to his credit to cover his period of absence he is to report for duty forthwith and thereafter by his application dated 21-01-1988 (Ex.M2) he requested for grant of leave without pay for four more weeks on the ground that he is still involved in the construction of the house of his sister who is a non-resident and with reference to this letter of the first party dated 21-01-1988 by letter dated 29-01-1988 (Ex.M3) the Manager, Shri K.R. Ananda informed him that since he did not have ordinary leave to his credit to cover the period of absence he has to report for duty forthwith failing which he will render himself for disciplinary action under RBI (Staff)Regulation, 1948 and again the management by his letter dated 28-03-1988 (Ex.M4) with reference to first party's letter asking for leave without pay for six months informed him that it is not possible for the bank to accede his request further advising him to report for duty on or before 08-04-1988 otherwise it would be construed that he is no longer interested in continuing in the services of the bank drawing his attention to Section 39(1) of RBI(Staff)Regulations, 1948. Inspite of it he did not report for duty and ultimately after issuing show cause notice the charge sheet was issued for remaining unauthorized absent from 17-12-1987 to 16-8-1988 for a period of 8 months without obtaining prior sanction of the competent authority.

12. It was argued on behalf of the first party that since he was posted as leave reserve at the relevant time, by his absence no hardship being caused for the second party, the punishment imposed is harsh and disproportionate. The first party remaining absent inspite of being continuously intimated that his request for leave cannot be acceded to for the purpose of supervising construction of his sister's house cannot be justified. The first party was first to give preference to his job and then to undertake the job like construction of his sister's house and other family house hold work. As rightly observed by

the competent authority the first party could not have prefer construction of his sister's house than his job in the bank. The attitude on the part of the first party as observed by the competent authority he had no mind to continue his job in the bank and he deserved termination from services. As already adverted to by me above, the first party because involved in union activities cannot claim privilege of remaining absent from his duties inspite of refusing his request for grant of leave and claim being victimized for such disobedience. Such attitude on the part of the first party also do not deserve any sympathy or sentiments. In view of the decision of Hon'ble Supreme Court in the case of SC Chairman & MD VSP and others Vs. Gokaraju Sri Prabhakar reported in 2008 ILR 715 when despite of opportunities granted to first party to report for duty he failed to report for duty and consistently remained unauthorisedly absent for a period of 8 months, the order of punishment imposed against him of termination from the services cannot be said to be disproportionate to the charges proved against him. Under the circumstances I find no reason to interfere with the findings of the enquiry officer in the charge covered in CR No. 77/2000 being proved as well as punishment imposed by the Disciplinary Authority for the same. In the result I arrived at the conclusion of answering points No. (i) & (ii) raised for consideration in the 'negative' and pass the following award :

AWARD

References in CR Nos. 77/2000 & 11/2005 are rejected. No costs.

(Dictated to PA transcribed by her corrected and signed by me on 12th January, 2011)

S. N. NAVALGUND, Presiding Officer

CR No. 77/2000

Annexure

List of witnesses examined by the management before the Enquiry Officer

1. P. S. Doraiswamy, Staff Officer BW

Documents exhibited for the Management before the Enquiry Officer

1. Letter addressed to the first party dated 6-1-1988 R1

2. Letter from the first party dated 21-1-1988 R2

3. Letter addressed to first party dated 29-1-1988 advising him to report for duty R3

4. Letter addressed to first party refusing his request for six months leave without pay R4

5. Charge Sheet dated 17-08-1988 issued to first party R5
6. First party's reply dated 24-8-88 to charge sheet R6
7. Bank's letter dated 29-8-88 informing the first party of the institution of oral enquiry against him R7
8. First party's letter dtd 7-9-88 informing the bank of nominating Mr. MSG Subramanian as his DR R8
9. First party's letter informing the bank of his intention to be represented by his legal counsel Mr. VS Nayak R9
10. Bank's letter to the first party informing of enquiry R10
11. Proceedings of the enquiry held on 16-9-88 R11
12. First party's letter asking for changing the enquiry officer R12
13. Bank's letter dated 17-9-88 informing appointment of EO R13
14. Bank's letter dated 19-9-88 informing about the bank witness R14
15. First party's letter dated 23-9-88 nominating DR R15
16. Proceedings of the enquiry held on 26-9-88 R16
17. Bank's letter dated 29-9-88 fixing 3-10-88 as next date of enquiry R17
18. Enquiry proceedings held on 3-10-88 R18
19. Bank's letter to first party informing him of the next date of enquiry as 7-10-88 R19
20. Acknowledgement for having received letter dated 5-10-88 R20
21. Bank's letter dated 11-10-88 to submit summing up of arguments R21
22. Acknowledgement for Bank's letter dated 11-10-88 R22
23. DR letter dated 15-10-88 R23
24. Letter addressed to DR R24
25. Summing up by the DR R25
26. Enquiry Officer's report dated 21-10-88 R26

27. Findings of the Competent Authority dt.25-10-88	R27	following documents has been marked as Ex. M1 series.
28. Show cause notice dated.31-10-88	R28	1. Show cause notice staff No. 4921/156/86-87 dated 28-03-1987
29. Acknowledgement for letter dated 31-10-88	R29	2. Reply by Shri S. Gunaseelan, Clerk Gr.1 dated 01-04-1987
30. First party's letter dt. 1-1-88	R30	3. Charge sheet Staff No. 5903/Dis.156/Cs.21/86-87 dated 12-06-1987
31. Bank's letter dated 12th Nov. 88	R31	4. Letter seeking a month's time to reply to charge sheet dated 23-06-1987
32. First party's representation dt. 25 Nov., 88	R32	5. Letter Staff No. 6101/Dis. 156/CS.21/86-87 granting time by 15 dated 24-06-1987
33. Final order of the Competent Authority	R33	6. Letter Staff No. 195/Dis.156/CS 21/87-88 granting further extension of time by one week dated 9-7-1987
34. Office Order No. 306 dt. 1-1-90	R34	7. Letter Staff No. 315/Dis.156/CS 21/87-88 refusing further extension of time dated 18-07-1987
35. Acknowledgement to Office order No. 306	R35	8. Letter Staff No. 1562/Dis.156/CS.21 /87-88 informing that oral enquiry is instituted and EO and PO have been appointed dated 26-10-1987
36. Appeal by first party	R36	9. Letter staff No. 1663/Dis.156 (Enq)87-88 informing that enquiry commences on 6th Nov. 1987 at 11 am
37. Order of the Appellate Authority	R37	10. Charge sheeted Employees(CSE) letter seeking a months time and naming Shri MSG Subramanian as DR. dated 04-11-1987
38. Bank's letter dated 29-5-1990	R38	11. Proceedings of enquiry held on 9-11-1987
39. Order of the Labour Court in CGA No.1/90	R39	12. DR's letter seeking postponement of enquiry dated 9-11-1987

Note : This tribunal has been marked documents from R1 to R 39 as Ex. M1 to M39.

List of witnesses examined by the first Party/CSE before the Enquiry Officer.

Nil

List of Documents of 1st party/CSE marked in the Enquiry

Nil

S. N. NAVALGUND, Presiding Officer

CR No. 11/2005

Annexure

List of witnesses examined by the management before the Enquiry Officer

1. Shri K. R. Ananda , Personnel Officer	BW1
2. Shri J. N. Shukla, Jt. Manager	BW2
3. Shri M. R. Halgeri, SO	BW3

Documents exhibited for the Management before the Enquiry Officer

1. The office note dated 12-3-1987 prepared by BW1	BEX-1
2. The office note dated 12-3-1987 prepared by BW2	BEX-2
3. The office note dated 31-3-87	BEX3

Note : In the reference on the consent of first party on 08-01-2007 the enquiry file comprising of the

1. Show cause notice staff No. 4921/156/86-87 dated 28-03-1987
2. Reply by Shri S. Gunaseelan, Clerk Gr.1 dated 01-04-1987
3. Charge sheet Staff No. 5903/Dis.156/Cs.21/86-87 dated 12-06-1987
4. Letter seeking a month's time to reply to charge sheet dated 23-06-1987
5. Letter Staff No. 6101/Dis. 156/CS.21/86-87 granting time by 15 dated 24-06-1987
6. Letter Staff No. 195/Dis.156/CS 21/87-88 granting further extension of time by one week dated 9-7-1987
7. Letter Staff No. 315/Dis.156/CS 21/87-88 refusing further extension of time dated 18-07-1987
8. Letter Staff No. 1562/Dis.156/CS.21 /87-88 informing that oral enquiry is instituted and EO and PO have been appointed dated 26-10-1987
9. Letter staff No. 1663/Dis.156 (Enq)87-88 informing that enquiry commences on 6th Nov. 1987 at 11 am
10. Charge sheeted Employees(CSE) letter seeking a months time and naming Shri MSG Subramanian as DR. dated 04-11-1987
11. Proceedings of enquiry held on 9-11-1987
12. DR's letter seeking postponement of enquiry dated 9-11-1987
13. Letter Staff No.1951/Dis.156/CS.221/87-88 in reply to CSE's letter dated 4-11-1987
14. CSE's letter to the EO requesting to hold the enquiry after his return from leave
Dated 16-11-1987
15. Proceedings of the enquiry held on 17-11-1987.
16. Letter staff No. 2649/Dis. 156(CS.21)/87-88 in reply to CSE's letter dated 16-12-1987.
17. DR's letter requesting holding of enquiry during the availability of SE dated 8-1-1998.
18. Letter staff No. 29992/Dis. 156/CS.21/87-88 informing that last opportunity to defend is given and enquiry will be held on 12-02-2008.
19. Letter of staff No. 3074/Dis.156/CS21/87-88 warning that if he abstains on 12-02-1988 enquiry will be conducted ex parte dated 11-2-1988
20. Acknowledgement for the above letter dated 11-2-1988.

21. Proceedings of enquiry held on dated 12-2-1988.

22. Letter by DR seeking reconsideration of the decision to hold enquiry peremptorily ex parte dated 12-2-1988.

23. Letter Staff No. 3152/Dis/CS/21-87-88 informing the CSE about DR's failure dated 17-02-1988.

24. CSE's acknowledgement to above letter dated 18-02-1988.

25. Proceedings of the enquiry held on 22-02-1988.

26. DR's letter of EO stating that he was reduced to mere observer as the management side produced personnel officer as its witness in the absence of CSE and he will not be able to cross examine the witnesses in absence of CSE dated 22-02-1988.

27. Letter Staff No. 3252/Dis.156/CS21/87-88 informing that next date of enquiry is 29-02-88 and he will be given every opportunity to defend his case including cross examination of witnesses.

28. Acknowledgement to above letter dated 26-2-1988

29. Proceedings of the enquiry held on 29-2-1988

30. Letter Staff No. 3336/Dis.156/CS21/87-88 forwarding the copy of ex parte proceedings and informing that enquiry is adjourned to 7-3-1988.

31. Acknowledgement for the above letter dated 2-3-1988.

32. Proceedings of enquiry held on 7-3-1988.

33. Letter Staff No. 3426/Dis.156/CS21/187-88 forwarding copy of the proceedings of enquiry held on 7-3-1988.

34. Acknowledgement for the above letter dated 9-3-1988.

35. Letter Staff No. 3825/Dis.156/CS21/87-88 informing CSE that enquiry will be held on 15-4-1988.

36. CSE's acknowledgment for the above letter dated 5-4-1988.

37. Proceedings of enquiry held on 15-04-1988.

38. Summing of the Prosecution by PO dated 15-4-1988.

39. Letter Staff No. 4083/Dis.156/CS 21/87-88 forwarding a copy of each of the enquiry proceedings and PO's summing up of prosecution dated 15-4-1988.

40. Acknowledgement for the above letter dated 18-04-1988.

41. DR's letter to EO urging him not to come to any conclusion on the basis of ex parte proceedings dated 25-04-1988.

42. Letter Staff No. 4189/Dis.156/CS21/87-88 informing the CSE that next sitting of enquiry dated 26-4-1988.

43. Acknowledgement for the above letter dated 26-4-1988.

44. Proceedings of the enquiry held on 28-4-1988.

45. PO's rejoinder to the submission made by DR dated 28-04-1988.

46. Letter Staff No. 4246/Dis.156/CS 21/87-88 forwarding the proceedings of enquiry and informing that the enquiry has concluded dated 28-04-1988.

47. Regd. AD card acknowledged by CSE on 2-5-1988.

48. EO's findings on conclusion of the enquiry dated 16-5-1988.

49. Findings of the competent authority in the disciplinary proceedings dated 18-6-1988.

50. Letter Staff No. 5160/Dis.156/CS 21/87-88 dt. 20-6-1988.

51. CSE's letter seeking extension of time by 10 days for making representation dated 23-6-1988.

52. Letter Staff No. 5308/Dis.156/CS 21/87-88 granting time upto 8-7-1988 for submission of representation dated 25-06-1988.

53. DR's letter to EO requesting to provide enquiry findings dated 27-6-1988.

54. EO's reply Staff No. 5357/Dis.156/CS 21/87-88 dated 29-6-1988.

55. CSE's representation to reopen the enquiry proceedings dated 7-7-1988.

56. Competent Authority's final order dated 27-7-1988

57. Office Order No. 112 imposing punishment of degradation to Cl. Gr-II and reduction of pay by 6 stages dated 25-08-1988.

58. CSE's acknowledgement of the above letter.

59. Appellate Authority's order dated 29-09-1989.

60. Office Order No. 281 reducing the punishment to reduction of pay by 4 stages dated 11-12-1989.

List of witnesses examined by the first party/CSE before the Enquiry Officer.

Nil

List of Documents of 1st party/CSE marked in the Enquiry

Nil

नई दिल्ली, 4 फरवरी, 2011

का.आ. 650.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, कन्नदीय सरकार स्टेट बैंक ऑफ

मैसूर के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/प्रम न्यायालय, बंगलोर के पंचाट (संदर्भ संख्या 9/2001) को प्रकाशित करती है जो केन्द्रीय सरकार को 3-2-2011 का प्राप्त हुआ था।

[संख्या-एल-12011/40/2000-आईआर(बी-1)]
रमेश सिंह, डेस्क अधिकारी

New Delhi, the 4th February, 2011

S.O. 650.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 9/2001) of the Central Government Industrial Tribunal-cum-Labour Court, Bangalore as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of State Bank of Mysore and their workmen, received by the Central Government on 3-02-2011.

[No. L-12011/40/2000-IR(B-I)]

RAMESH SINGH, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR-COURT, BANGALORE-560 022

Dated : 12th January, 2011

PRESENT : Shri S. N. NAVALGUND, Presiding Officer
C.R. No. 9/2001

I Party

The General Secretary,
State Bank of Mysore Employees
Association (R), 641,
22nd Main Road,
4th 'T' Block, Jayanagar,
Bangalore-560 041

II Party

The Managing Director,
State Bank of Mysore,
Head Office, K.G. Road,
Bangalore-560 009

AWARD

1. The Central Government by exercising the powers conferred by clause (d) of sub-section (1) and sub-section 2A of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) has referred this dispute vide order No. L- 12011/40/2000-IR(B-I) dated 30-01-2001 for adjudication on the following Schedule :

SCHEDULE

“Whether the Claim of the State Bank of Mysore Employees Association for the payment of hill and fuel allowance to the workmen employed at the Kanathur Branch of M/s. State Bank of Mysore is justified? If yes, what relief the workmen are entitled to?”

2. After receiving the Claim Statement from the first party and the Counter Statement from the Second Party

and evidence given by them, my Learned Predecessor by order dated 30-12-2002 had allowed the reference directing the Second Party to pay Hill and Fuel Allowance to the workman for the period for which he worked at Kanathur at 6 per cent of his pay or maximum of Rs. 100 which ever is less. When the said order/award was challenged by the Second Party before the Hon'ble High Court of Karnataka in Writ Petition No. 27858 of 2003 (L-Res), the Hon'ble High Court by order dated 2-2-2007 set aside the said order and remitted back to this tribunal for fresh consideration observing that the documents produced by the bank/second party have been completely ignored.

3. The brief facts leading to this reference are that one K. S. Siddannaiah who was working as Head Cashier at the Kanathur Branch of the second party bank admittedly located at an altitude of 954 meters above Mean Sea Level (MSL) moved the second party for payment of hill and fuel allowance and as it was not entertained he approached the State Bank of Mysore Employees Association which raised the dispute on behalf of the said workman and as it failed the Central Govt. referred the dispute to this tribunal for adjudication.

4. It is the case of the first party that for determining the eligibility for hill and fuel allowance the hill region was categorized into three regions namely, hilly region situated at a height of 3000 meters and above MSL, places situated at the height of above 1500 meters but below 3000 meters above MSL and places situated at a height of over 1000 meters but less than 1500 meters above MSL and in terms of Section 15(b) of the Bipartite Settlement, for claim of hill and fuel allowances, the work place should be situated at a height of not less than 750 meters and should be surrounded and accessible only through hills with a height of more than 1000 meters but less than 1500 meters above MSL and as Kanathur Branch was accessible only through hill area with a height of more than 1000 meters but less than 1500 meters above MSL, the workmen working at Kanathur Branch are entitle for hill and fuel allowance at the rate of 6 per cent of their pay or maximum of Rs. 100 which ever is less. It is the contention of the second party that though Kanathur situated at a height of not less than 750 meters but is not surrounded and accessible only through hills with a height of more than 1000 meters but less than 1500 meters above MSL as such the workmen working in that branch are not entitle for the benefit of Section 15(b) of the Bipartite Settlement.

5. On these rival contentions of the first party and the second party before remand by the Hon'ble High Court of Karnataka both sides without leading any oral evidence the first party had got marked xerox copy of certificate issued by Tahsildar Sakleshpur Taluk dated 18-12-1993 wherein he has certified that Ballupet Village of Sakleshpur Taluk as per the letter of Department of Mine and Geology dated 31-08-1991 being at a height of 1030 meters above MSL and to reach Kanathur village one has to pass through

Ballupet Archally and Chikuodu villages from Sakleshpur, Certificate issued by Tahsildar dated 14-12-1993 certifying Bikkodu village of Belur Taluk being situated as per the report of surveyor of Govt. of India at a height of 1020 meters above MSL and only through this village all vehicles has to go to Kanathur village and certificate dt. 4-08-90 issued by officer Surveyor for Director Southern Circle regarding height of Ballupet, Bikkodu, Kundur Betta, Rajenahalli, Billigarhalli being 1030, 1020, 1180, 1002 & 1005 meters above MSL respectively said to be taken from topographical map as Ex. W1, W2 & W3 respectively. Inter alia the Second Party had got marked the certificate issued by the Superintending Surveyor for Director, Southern Circle seeking Mean Sea Level height of Kanathur village falling in Alur Taluk being 950 meters approximately, copy of letter of Regional Manager State Bank of Mysore dated 5-12-1996 addressed to Assistant General Manager (Personnel) Head Office, Kanathur being reachable though Hassan/Alur/Sakleshpur, the height of these places from Mean Sea Level being 940, 970 and 915 respectively in connection with payment of hill and fuel allowance to the staff of Kanathur branch, the xerox copy of the letter by Assistant Personnel Advisor, Indian Banks' Association addressed to the Assistant General Manager (P), State Bank of Mysore dated 13th July, 1998 stating that the employees of State Bank of Mysore working at Kanathur branch may not be eligible for hill and fuel allowance in view of specific condition contained in clause 15 (c) of Bipartite Settlement dated 10-04-1989, the height of the place through which Kanathur accessed being less than 1000 meters, xerox copy of the letter issued by the Officer Surveyor for Director, Southern Circle to the Chief Manager, Industrial Relations, State Bank of Mysore dated 27-07-1999 furnishing the information of height of the following villages above MSL

- (1) Kanatur, 954 Mtrs
- (2) Nakalagod, 957 Mtrs
- (3) Kodgihalli, 938 Mtrs
- (4) Imatipur, 955 Mtrs
- (5) Virupapur, 954 Mtrs
- (6) Siddapur, 960 Mtrs
- (7) Alur, 970 Mtrs
- (8) Bikkodu, 1020 Mtrs
- (9) Sakeshpur, 897 to 915 Mtrs
- (10) Belur, 968 Mtrs,

and; Copy of Memorandum of Settlement dated 10-04-1989 between the management of 'A' Class bank and their workmen at Ex.M1 to M5 respectively.

6. After remand by the Hon'ble High Court of Karnataka the Joint Secretary of State Bank of Mysore Employees Association/first party while filing his affidavit on 13-08-2010 got marked the certificate issued by the State Bank of Mysore, Alur Branch dated 11-04-2007 being

identified as the branch surrounded by hills and staff working in the branch are eligible to draw hill and fuel allowance; certificate by Officer/Manager, Canara Bank, Magge branch being identified as the branch surrounded by hills and staff working in the branch are eligible to draw hill and fuel allowance and a certificate issued by the Assistant General Manager, State Bank of Mysore Region(II), Hassan to the effect that hill and fuel allowance being paid to the staff members working in the Alur, Belur, Shakleshpur and Shravangbelagola branch of its bank as Ex.W4 to W6 respectively.

7. With the above evidence and documentary evidence brought on record, fresh arguments addressed by the learned advocates appearing for both the sides were heard.

8. Since there is no dispute that Kanathur branch is situated at a height of 954 Meters i.e. at a height no less than 750 mtrs, the dispute arise on the point is 'whether Kanathur is accessible only through areas which are above 1000 mtrs MSL'.

9. On appreciation of the pleadings oral and documentary evidence produced by the parties referred by me above in the light of the arguments addressed by their learned advocate answer on the point of dispute is in the negative for the following reasons: It is pertinent to note at the outset either the first party or the second party have examined any of the authors or officers issuing the certificate relied upon by them and they only got exhibited them without any objection by either side. Though in the certificate issued by the Tahsildar, Sakleshpur dated 18-12-1983/Ex.W1 it has been stated to reach Kanathur village from Sakeshpur the vehicle has to pass through Ballupet, Archalli and Chikuodu villages it is not certified that it is the only way to reach Kanathur and there, being no alternative route. Therefore, this certificate is of no assistance to the first party to establish that there is no alternative route to Kanathur other than one passing through Ballupet, Archalli and Bikkodu from Sakleshpur. The second document indicates that Bikkodu village of Belur Taluk is situated at a height of 1020 meters above MSL as per the report of Surveyor of Govt. of India with a clarification that only thorough this village one has to reach Kanathur village. The 3rd document is in respect of height of (i) Ballupet, Sakleshpur Taluk, 1030, (ii) Bikkodu, Belur Taluk, 1020 meters, (iii) Kundur Betta, Alur Taluk, 1180 meters (iv) Rajenahalli, Doddakanagal post, 1002 meters and (v) Billigarhalli, Alur Taluk, 1005 meters above MSL and the other documents are in relation to the benefit under section 15(b) being provided to the staff working in Alur, Belur, Sakleshpur branches of the State Bank of Mysore but they do not suggest or indicate anything as to the route through which Kanathur is exclusively accessible. Since no material is place through which place the branches covered under Ex.W4, W5 & W6 are accessible only because the staff working in those

branches are provided with benefit of Section 15(b) of the Bipartite Settlement it cannot be said that the staff working in Kanathur branch are also entitle for the said benefit. Inter alia in the document relied on by the management produced at Ex.M3 which is the letter of the Assistant Personnel Adviser, Indian Banks' Association addressed to the Assistant General Manager (P), State Bank of Mysore dated 13-07-1998 wherein, he has categorically stated that the payment of hill and fuel allowance would be governed by the provisions of Bipartite Settlements for award staff employees only and employees of their/ SBM bank working at Kanathur branch may not be eligible for hill and fuel allowance in view of Section 15(c) of the Bipartite Settlement dated 10-04-1989 in view of the fact that the height of the places through which it is accessed is less than 1000 meters. Under these circumstances when a responsible officer of Indian Banks' Association has clarified the Kanathur being accessible through places less than 1000 meters MSL and the award staff working there are not entitle for the hill and fuel allowance, the claim made by the first party is without any merit. In the result on appreciation of all the documents produced by both the sides, I am of the considered opinion that the first party failed to establish that Kanathur is accessible only through places situated at an altitude of not less than 1000 meters above MSL. Under the circumstances the reference is liable to be rejected. In the result, I am of the opinion that the claim of the first party association for the payment of hill and fuel allowance to the workmen employed at the Kanathur branch of the second party is not justified and accordingly I pass the following award:

AWARD

The claim put forward by the State Bank of Mysore Employees Association for the payment of hill and fuel allowance to the workmen employed at the Kanathur branches of the second party bank is not justified and they are not entitle for any relief.

(Dictated to PA transcribed by her corrected and signed by me on 22-1-2011)

S. N. NAVALGUND, Presiding Officer

नई दिल्ली, 4 फरवरी, 2011

का.आ. 651.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, बंगलौर के पंचाट (संदर्भ संख्या 07/2003) को प्रकाशित करती है जो केन्द्रीय सरकार को 3-2-2011 को प्राप्त हुआ था।

[सं. एल-12011/56/2002-आईआर(बी-1)]
रमेश सिंह, डेस्क अधिकारी

New Delhi, the 4th February, 2011

S.O. 651.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central

Government hereby publishes the award (Ref. No. 07/2003) of the Central Government Industrial Tribunal-cum-Labour Court, Bangalore as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of State Bank of India and their workman, which was received by the Central Government on 3-2-2011.

[No. L-12011/56/2002-IR(B-I)]

RAMESH SINGH, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR-COURT, BANGALORE-560 022

Dated : 4th January, 2011

Present : Shri S. N. Navalgund, Presiding Officer

C.R. No. 07/2003

I Party	II Party
The General Secretary, Banks Staff Union (K), P.B. No. 6102, State Bank of India, Local Head Office, No. 65, St. Marks Road, Bangalore-560001	The Chief General Manager, State Bank of India, Personnel & HRD Department, Local Head Office, No.65, St. Marks Road, Bangalore-560001

AWARD

1. The Central Government by exercising the powers conferred by clause (d) of sub-section(1) and Sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) has referred this dispute vide order No. L-12011/56/2002-IR(B-1) dated 10th February, 2003 for adjudication on the following Schedule :

SCHEDULE

“Whether the management of State Bank of India is justified in denying regular employment to Shri K.S. Suresh Babu and Shri R.S. Nagendra Babu as Pharmacist though they have been working in the Bank's Dispensaries for the last 17&16 years respectively? If not, what relief the workmen are entitled and from which date?”

2. After the receipt of the Claim Statement from the first party and the counter statement from the second party and recording the evidence of the second party and partly of the first party when the matter was at the stage of further evidence of the first party, on 4-01-2011 the first party counsel under the signature of himself and the workmen/ first party filed a memo to the effect that the first party workmen involved in this case going to enter into compromise with the second party management and this reference may be rejected as not pressed. In view of this memo filed by the first party the reference does not survive. Hence I pass the following award :

AWARD

The reference is rejected as per the memo of the first party dated 04-01-2011.

(Dictated to PA, transcribed by her corrected and signed by me on 04-01-2011)—

S. N. NAVALGUND, Presiding Officer

आदेश

नई दिल्ली, 4 फरवरी, 2011

का.आ. 652.—जबकि केन्द्र सरकार का यह विचार है कि भारतीय खाद्य निगम के प्रबंधन एवं उनके कर्मकारों के बीच एक औद्योगिक विवाद विद्यमान है;

और जबकि इस औद्योगिक विवाद में राष्ट्रीय महत्व का प्रश्न शामिल है और इस प्रकृति का भी है कि भारतीय खाद्य निगम के एक से अधिक राज्य में स्थित प्रतिष्ठानों के इससे सम्बद्ध अथवा प्रभावित होने की संभावना है;

और जबकि केन्द्र सरकार ने औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 7-ख द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए श्रम मंत्रालय के दिनांक 8-7-2003 के आदेश सं. एल-22012/28/2002-आई आर (सी-II) द्वारा एक राष्ट्रीय औद्योगिक न्यायाधिकरण स्थापित किया था जिसका मुख्यालय मुम्बई में रखा गया था और न्यायमूर्ति श्री एस.सी. पाण्डेय को इसका पीठासीन अधिकारी नियुक्त किया गया था तथा उक्त अधिनियम की धारा 10 की उप-धारा (1-क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उक्त औद्योगिक विवाद को न्याय-निर्णय हेतु उक्त राष्ट्रीय औद्योगिक न्यायाधिकरण को सौंपा गया था ।

और जबकि न्यायमूर्ति श्री एस.सी. पाण्डेय ने दिनांक 8-9-2004 को उक्त राष्ट्रीय औद्योगिक न्यायाधिकरण का कार्यभार छोड़ दिया था ।

और जबकि केन्द्र सरकार ने दिनांक 10-11-2005 के आदेश द्वारा राष्ट्रीय न्यायाधिकरण का पुनर्गठन किया था और न्यायमूर्ति श्री घनश्याम दास को इसके पीठासीन अधिकारी के रूप में नियुक्त किया था ।

और जबकि न्यायमूर्ति श्री घनश्याम दास ने उक्त राष्ट्रीय औद्योगिक न्यायाधिकरण का कार्यभार दिनांक 06-02-2006 को छोड़ दिया था ।

अतः, अब, एक राष्ट्रीय औद्योगिक न्यायाधिकरण की स्थापना की जाती है जिसका मुख्यालय मुम्बई में होगा और जिसके पीठासीन अधिकारी श्री गौरी शंकर सर्वांगी होंगे तथा उपर्युक्त विवाद को न्याय-निर्णय के लिए उक्त राष्ट्रीय औद्योगिक न्यायाधिकरण को इस निर्देश के साथ संदर्भित किया जाता है कि न्यायमूर्ति श्री गौरी शंकर सर्वांगी इस मामले में उस स्तर से आगे कार्यवाही करेंगे जहां पर न्यायमूर्ति श्री घनश्याम दास ने इसे छोड़ था तथा तदनुसार इस मामले को निपटाएंगे ।

[सं. एल-22012/28/2002-आई आर (सी-II)]

डॉ.एस.एस.एस.राव, डेस्क अधिकारी

अनुबंध

कामगार प्रतिनिधियों की सूची

4. मोहम्मद हासिम और अन्य, पुत्र अब्दुल करीम, एफसीआई, फुड स्टोरेज डिपो, इमलिया, पोस्ट-सहकारी नगर, जिला-बुलंदशहर (उत्तर प्रदेश)
5. श्री राम शोभित और अन्य, सीडब्ल्यूसी डिपो, बामण हेरी, मुज्जफर नगर, पोस्ट-रामपुर, जिला-मुज्जफरपुर ।
6. श्री दिनेश कुमार और अन्य, पुत्र श्री प्रहलाद सिंह, भारतीय खाद्य निगम, खाद्य भंडारण डिपो, कारसी, पोस्ट-कारसी, जिला-अलीगढ़, (उत्तर प्रदेश)
7. श्री किशन लाल सरदार और अन्य, पुत्र स्व. श्री हुलासीराम, भारतीय खाद्य निगम, खाद्य भंडारण डिपो, सीबी गंज बरेली, पोस्ट-श्यामगंज, जिला-बरेली (उत्तर प्रदेश)
8. श्री मुखलाल पांडे और अन्य, पुत्र श्री बिकु पांडे, भारतीय खाद्य निगम, खाद्य भंडारण डिपो, कोशीकलां, पोस्ट-कोशीकलां, जिला-मधुरा, (उत्तर प्रदेश)
9. श्री फुलचंद यादव और अन्य, पुत्र श्री खुनझुन यादव, भारतीय खाद्य निगम, खाद्य भंडारण डिपो, फतेहपुर, पोस्ट-डोकली, जिला-फतेहपुर (उत्तर प्रदेश)
10. श्री चौधरी सरकार और अन्य, पुत्र श्री भंडारण डिपो, रायबरेली, पोस्ट-मलिक मठ, जिला-रायबरेली (उत्तर प्रदेश)
11. श्री इब्राहीम और अन्य, पुत्र स्व. श्री इस्माइल, भारतीय खाद्य निगम, खाद्य भंडारण डिपो, धमुरा, पोस्ट-धमुरा, जिला-रामपुर (उत्तर प्रदेश)
12. श्री नागेन्द्र ठाकुर और अन्य, पुत्र स्व. श्री राम चरित्र ठाकुर, भारतीय खाद्य निगम में कार्यरत, खाद्य भंडारण डिपो, गोसाई गांव, जिला-कोकराजार, असम (पुर्वोत्तर क्षेत्र)
13. श्री अब्दुल हाल और अन्य, पुत्र स्व. श्री अलीबख्स, सीडब्ल्यूसी बाजपुर रोड पर तैनात, भारतीय खाद्य निगम, पुरानी दिल्ली, अनाज मंडी, कासीपुर, जिला-उधम सिंह नगर, उत्तरांचल ।
14. मोहम्मद हनीफ और अन्य, पुत्र स्व. श्री मंगता, सीडब्ल्यूसी देहरादून डिपो, पोस्ट-माजरा, जिला-देहरादून, उत्तरांचल ।
15. श्री निरंजन पासवान और अन्य, पुत्र श्री सिया पासवान, भारतीय खाद्य निगम, खाद्य भंडारण डिपो, इटारसी, जुझारपुर रोड, पोस्ट-इटारसी, जिला-होशंगाबाद (मध्य प्रदेश)
16. श्री बिसमिलाह अंसारी और अन्य पुत्र श्री सनुल्ला अंसारी, भारतीय खाद्य निगम, खाद्य भंडारण डिपो, घनौर, तहसील-राजपुरा, जिला-पटियाला (पंजाब)।
17. श्री सुरेन्द्र कुमार और अन्य, डीपीएस वर्कर घेवरा और शक्ति नगर में कार्यरत, भारतीय खाद्य निगम, खाद्य भंडारण डिपो, जिला प्रबंधक दिल्ली क्षेत्र के अधीन, शक्ति नगर, दिल्ली-110007
18. श्री आनंदी पासवान और अन्य, पुत्र श्री सुबे पासवान, भारतीय खाद्य निगम, खाद्य भंडारण डिपो, परतपुर मेरठ, पोस्ट-परतपुर, जिला-मेरठ (उत्तर प्रदेश)

19. श्री काशीर सिंह और अन्य, पुत्र श्री भान सिंह, एआरडीसी पट्टी गोदाम में कार्यरत, अमृतसर (पंजाब) गांव-असल, पट्टी तहसील के पास, पोस्ट-तकारपुरा, जिला-अमृतसर, (पंजाब)।

ORDER

New Delhi, the 4th February, 2011

S.O. 652.—Whereas the Central Govt. is of the opinion that an industrial dispute existed between the management of FCI and their workmen:

And Whereas the industrial dispute involves question of national importance and also is of such nature that establishments of Food Corporation of India located in more than one State are likely to be interested in or affected :

And Whereas the Central Government in exercise of the powers conferred by Section 7 B of the ID Act, 1947 (14 of 1947) constituted a National Industrial Tribunal vide Ministry of Labour Order No.L-22012/28/2002-IR(C-II) dated 8-7-2003 with headquarters at Mumbai and appointed Justice Shri S.C. Pandey as its Presiding Officer and in exercise of the powers conferred by Sub-Section (1A) of Section 10 of the said Act, referred the said Industrial Dispute to the said National Industrial Tribunal for adjudication.

And Whereas Justice Shri S.C. Pandey relinquished charge of the above National Industrial Tribunal on 8-9-2004.

And Whereas Central Government vide order dated 10-11-2005 reconstituted the National Tribunal and appointed Justice Shri Ghanshyam Dass as its Presiding Officer.

And Whereas Justice Shri Ghanshyam Dass relinquished the charge of the said National Industrial Tribunal on 06-02-2006.

Now, Therefore, a National Industrial Tribunal is constituted with Headquarters at Mumbai with Justice Shri Gauri Shanker Sarraf, Presiding Officer of CGIT No.1, Mumbai as its Presiding Officer and the above said dispute is referred to the above said National Industrial Tribunal for adjudication with a direction that Justice Shri Gauri Shanker Sarraf shall proceed in the matter from the stage at which it was left by Justice Shri Ghanshyam Dass and dispose of the same accordingly.

[No.L-22012/28/2002-IR(C-II)]

D.S.S.S. RAO, Desk Officer

ANNEXURE

List of Workmen Representatives :

4. Mohd. Hashim & others, S/o Abdul Karim, FCI, Food Storage Depot, Imalia, Post Sahkari Nagar, Distt. Bulandshahar(UP).

5. Sh. Ram Shobhit & others, CWC Depot Bamanheri, Muzafer Nagar, Post Rampur, Distt. Muzaferpur.
6. Sh. Dinesh Kumar & others, S/o Sh. Prahlad Singh, Food Corporation of India, Food Storage Depot, Quarsi, P.O. : Quarsi, Distt. Quarsi, Distt. Aligarh (UP).
7. Sh. Kishan Lal Sardar & others, S/o Late Hulashi Ram, FCI, Food Storage Depot, C.B. Ganj, Bareilly, Post Shyam Ganj, Distt. Bareilly, U.P.
8. Sh. Mukh Lal Pandey & others, S/o Sri Bikau Pandey, FCI, Food Storage Depot, Kosi Kalan, Post Kosi Kalan, Distt. Mathura, U.P.
9. Sh. Fulchand Yadav & others, S/o Sri Khunjhun Yadav, FCI, Food Storage Depot, Fatehpur, Post Dhokeli, Distt. Fatehpur, U.P.
10. Sh. Chaudhary Sarkar & others, Food Corporation of India, Food Storage Depot, Raibareilly, PO Malick Mou, Distt. Raibareilly (UP)
11. Sh. Ibrahim & others, S/o Late Ismail, FCI, FSD, Dhamoura, Post Office, Dhamoura, Distt. Rampur (U.P.)
12. Sh. Nagendra Thakur & others, S/o Late Sri Ram Charitar Thakur, Working at FCI, FSD, Gosaigaon. P.O. Gosaigaon, Distt. Kokrajhar, Assam (NEF Region)
13. Sh. Abdul Haque & others, S/o Late Ali Baksh, working at CWC Bajpur Road, FCI, Purani Dirga Anaj Mandi, Kashipur Distt. Udhampur Singh Nagar, Uttaranchal.
14. Mohd. Hanif & others, S/o Late Mangta, CWC Dehradun Depot, Post Majra, Distt. Dehradun Uttaranchal.
15. Sh. Niranjan Paswan & others, S/o Shri Siya Paswan, FCI, FSD, Itarsi, Jhujharpur Road, PO: Itarsi, Distt. Hoshangabad (MP).
16. Sh. Bismillah Ansari & others, S/o Sanullah Ansari, Food Corporation of India, Food Storage Depot, Ghannour, Tehsil Rajpura, Distt. Patiala (Punjab).
17. Sh. Surender Kumar & others, working at DPS Worker Ghevra & Shakti Nagar, FSD, Delhi Region under District Manager, Food Corporation of India, Shakti Nagar, Delhi-110007.
18. Sh. Anandi Paswan & others, S/o Subey Paswan, FCI, Food Storage Depot, Paratpur Meerut, Post Paratpur, Distt. Meerut (UP).
19. Sh. Kashmir Singh & others, S/o Sh. Bhan Singh, working at Patti Godown ARDC, Amritsar (Punjab), Village Asal, Near Patti Tehsil Patti, Post Office Takarpura, Distt. Amritsar (Punjab).